

EXHIBIT A

LAW OFFICES

MANOLIO & FIRESTONE, PLC

8686 E. San Alberto Dr., Suite 200

Scottsdale, Arizona 85258

(480) 222-9100

vmanolio@mf-firm.com

Veronica L. Manolio, SBN 020230

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT

IN AND FOR THE DISTRICT OF ARIZONA

Takeover Industries, Inc., a Nevada
corporation,

Plaintiff,

v.

Michael Holley, *et al.*;

Defendants.

Case No. CV-22-00357-PHX-JJT

**DECLARATION OF
VERONICA L. MANOLIO**

(Hon. John J. Tuchi)

Under the penalty of perjury, the undersigned attests as follows:

1. I am litigation counsel for Takeover Industries, Inc., Jason Tucker and Melissa Tucker, and Joseph Pavlik and have firsthand knowledge of this matter and the facts asserted herein.

2. I am competent to make this Declaration, and if I were called to testify, I would do so consistently with the statements and opinions made herein.

3. My request for injunctive relief is being made on an emergency basis and after making good faith attempts to resolve the issues with opposing counsel. We held personal consultations (via Zoom) yesterday morning between myself, Mr. Canini for Michael Holley and Ms. Reiter for Toby McBride and then had a second/follow-up discussion with all three (3) of us counsel, plus counsel for lender James Deppoleto (also

1 via Zoom). In addition to those consultations, I spoke by phone with Ms. Reiter. Counsel
2 continued to correspond yesterday by email, discussing the idea of a neutral receiver. *See*
3 *specifically*, the suggested Receiver Bios as **A1** here.

4 Despite multiple attempts, we have not been able to resolve any issues, **and**
5 counsel raised the idea that I now have a conflict of interest to address. I believe these
6 issues all require immediate intervention and decisions.

7 4. The current issues arose as of last week. After Takeover had been engaged
8 in settlement discussions with Michael Holley for the past several weeks, those
9 discussions broke down by Wednesday afternoon.

10 5. On Friday afternoon, and in a complete surprising turn of events, counsel
11 for Mr. McBride filed a Stipulation informing that her client and Mr. Holley were now
12 trying to settle. Mr. McBride “withdrew” his Motion to Disqualify Mr. Canini.

13 6. Within minutes after that Stipulation was filed, I received (by email) a copy
14 of the “Notice of Board Call” email that Toby McBride sent to my client, Jason Tucker.
15 Messrs. Holley and McBride moved to call a “Special Meeting of the Board of Directors
16 of Labor Smart Inc.” I found that odd as Mr. Holley was removed from the Board last
17 year and has current claims in this lawsuit disputing his removal. Mr. McBride is on
18 administrative leave and agreed he would not conduct Takeover or Labor Smart business
19 during that leave. He has never once challenged that Board Meeting nor the Resolution.

20 7. The Notice was sent 4:15pm on Friday setting a 9:00am Monday meeting.

21 8. I could not believe that Mr. Canini or Ms. Reiter would know about this
22 meeting (nor advise it), so I promptly wrote to both of them to inform them.

23 9. I would never have thought Mr. Canini would have sanctioned this Notice
24 when he filed a **Verified** pleading in this case alleging that a special meeting of Labor
25 Smart’s board of directors “cannot be convened on less than 4 days’ written notice.”
26 (Doc. 67 at ¶61.)

1 10. I also wrote to my client, Joe Pavlik, to inform him that the meeting was
2 improperly called and should not be attended. Mr. Pavlik is not even on the Board of
3 Labor Smart and should never have been given this Notice or an ability to participate.
4 On the other hand, Michael Costello (the CFO of Labor Smart) was not given Notice,
5 which is required by Labor Smart's Bylaws.

6 11. Mr. Canini wrote back to me on Sunday afternoon. While he claimed that
7 my email "does not require a response," he proceeded to respond in substance anyway.
8 Mr. Canini confirmed for me that he had advised this meeting, and he had counseled his
9 client that he was still on the Board of Directors of Labor Smart and could proceed.

10 12. Ms. Reiter then wrote back late Sunday night and largely mimicked what
11 Mr. Canini had written, confirming that both advised their clients to take this tactic.

12 13. By early Monday morning, I advised that I would not attend this meeting
13 and nor would Mr. Tucker. I had already made my opposition known, and I had already
14 informed counsel that Takeover disputed the propriety of the Notice or any voting.
15 However, I did ask to avoid any future interpretations:

16 **"Please record the meeting** so there is a good record of the discussion and any
17 alleged voting." (Emphasis in original)

18 14. Mr. Canini retorted that it was too late to set up recording, and he indicated
19 his knowledge that Mr. Pavlik was attending. He confirmed that he was still attending,
20 knowing Mr. Pavlik is represented. Finally, he informed that the "record of the vote"
21 would be transmitted after and stated, "we expect your client to comply." This was
22 further evidence that the outcome was pre-determined and that this whole "Meeting" was
23 orchestrated by Messrs. Holley and McBride and their legal counsel.

24 15. I will spare the Court all of the details of the emails, but suffice it to say
25 that Mr. Canini instructed me to get a "Court order" if I wanted to stop this meeting, and
26 he accused me of "panic" because his position was correct.

1 16. Shortly after this nasty email barrage, but before we received any
2 Resolutions, Takeover transferred company funds into my firm's Trust Account solely to
3 be held in Trust for the Company. It was clear at this point that a court hearing would
4 be imminent, and Takeover's President was concerned about large liabilities (including
5 payroll) that would become due and unable to be paid if funds were not protected. These
6 funds are Takeover's money, and I have safeguarded them to allow this Court to resolve
7 the matters. Not one penny has been taken/paid to me or my firm from these funds.

8 17. In September of this year, Takeover contacted me regarding personal
9 charges that were incurred by Mr. McBride on Takeover's credit card. I wrote to his
10 counsel, Ms. Reiter, and we agreed to have an informal discussion with counsel,
11 Takeover (Mr. Tucker) and Mr. McBride all present. This was held on September 20th.
12 Mr. McBride was very apologetic and tearful, explaining that he knew he used company
13 funds and that he owed the money back. He was reminded that he had done this in 2021
14 and had signed an acknowledgment that he owed Takeover \$243,253.84. *See*, A2 here.
15 At the time of the September 20th discussion, there were an additional \$33,000.00+ in
16 personal expenses Mr. McBride charged in 2022. *Id.* He accepted full responsibility.

17 18. On September 21, 2022, the Board of Directors for Takeover met to discuss
18 this. The meeting is recorded, and I avow that I have listened to the recording and will
19 provide the recording to opposing counsel as well. (I simply did not have time to hire a
20 transcriptionist for this expedited motion.) The Directors – Jason Tucker, Joe Pavlik and
21 Toby McBride – all attended the meeting. All waived formal Notice; all voted, and all of
22 them agreed that Mr. McBride needed to take a 60-day leave of absence to let the
23 Company investigate this spending and report findings. A written Resolution was signed
24 by all 3 Board Members, and there has never been a challenge to that Resolution.

25 19. Since Mr. McBride has been on leave, Takeover's outside accounting firm
26 has reported **over \$66,000.00** in suspected personal charges by Mr. McBride. *See*, A3.

1 20. Despite his leave of absence (and although his legal counsel had the
2 Resolution in-hand and was personally aware of Mr. McBride's admission to spending
3 company funds), Mr. McBride participated in the Board Meeting on Monday and
4 "resolved" to put himself back in charge of Takeover. *See, Exhibit F* to the Motion.

5 21. Mr. Canini forwarded the Resolutions by 3:00 pm on Monday, and these
6 Resolutions purport to remove Jason Tucker from the Board of Directors and his position
7 as President of Takeover, and they put Messrs. Holley and McBride back into power.

8 22. Shortly after the Resolutions were sent to me, I started receiving phone call
9 recordings and messages (which can be provided to the Court) wherein Mr. McBride
10 informed a third-party investor that he was back in charge of Takeover, that Mr. Tucker
11 had been "fired" and would be losing his shares in the Company. Mr. McBride accused
12 Mr. Tucker of dishonesty and informed this investor that this lawsuit is "all bullshit."

13 23. Mr. McBride took to Twitter to comment on Takeover business, and he
14 promised that a product would be fulfilled shortly, knowing that was an untrue statement.

15 24. Mr. McBride has continually contacted Takeover employees; he contacted
16 the bank (its account was frozen for a time); and he contacted Clear Trust, LLC – the
17 transfer agent for stock of both Labor Smart and Takeover.

18 25. By Tuesday, I was provided a Written Notice of Default from Takeover's
19 single largest investor, James Deppoleto. *See, A4.*

20 26. The Default was also sent to Mr. Canini and Ms. Reiter, as the investor was
21 demanding that Messrs. Holley and McBride cease and desist. Because Mr. McBride had
22 told his counsel that he did not know about these Notes/the investment, I followed up the
23 Default letter by providing both counsel a copy of the Joint Written Consent of all of
24 Takeover's Board of Directors (including McBride) approving these Notes. *See, A5.*

25 27. By Wednesday, Messrs. Holley and McBride took down Takeover's
26 website. *See, A6.*

1 **Conflict Issues**

2 28. While I believe that the Labor Smart Board Meeting and the Resolutions
3 are a nullity, they are specifically written to create a conflict of interest between Takeover
4 and Mr. Tucker. As counsel of record for both of those parties, I am required to
5 determine if there is any actual conflict that affects my representation of both parties.
6 However, the Resolutions are solely based on the conversations had by Messrs. Holley
7 and McBride, and I cannot have any contact with them because they are separately
8 represented.

9 I have had conversation with counsel for these gentlemen, and they have indicated
10 to me that they have no documentation or evidence to show me about what Mr. Tucker
11 has done wrong. Everything known to date has been “told” to counsel, but I have yet to
12 see any document demonstrating misconduct.

13 Nonetheless, without providing any actual evidence, opposing counsel specifically
14 raised the conflict issue with me continuing to represent Mr. Tucker and the Company.
15 Without resolution by this Court, I am fearful that there will be some accusation that I am
16 breaching ethical duties.

17 29. Additionally, I cannot move forward as legal counsel for Takeover if I am
18 to receive instructions from Messrs. Holley and McBride. Those gentlemen are
19 Defendants in this case and have counsel; I cannot speak to them or work with them.
20 Nobody from Takeover has attempted to “terminate” my legal representation or call it
21 into question, yet Mr. Canini informed me yesterday that I can no longer file pleadings in
22 this case on behalf of Takeover.

23 This issue also needs to be immediately addressed so I do not run afoul of any
24 ethical or professional obligations owed to Takeover.

25 30. For all of these reasons, and those cited in the Application, I believe that an
26 injunction should be granted, and a neutral receiver should be promptly appointed.

1 The foregoing is made under the penalty of perjury and executed on this 10th day
2 of November, 2022.

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4 Veronica L. Manolio
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EXHIBIT A1

JOSEPH V. PEGNIA

MANAGING DIRECTOR

jpegnia@brileyfin.com
[470] 346-6833
vCard



Prominent Matters

- Chief Restructuring Officer of a 159-location restaurant franchisee
- Receiver of a 100-bed skilled nursing facility
- Federal Receiver of an international charter school management company
- Federal Receiver of a company accused of phone cramming in an FTC regulatory action
- Expert Witness- Rhodes Furniture, Inc. [Solvency]
- Financial Advisor- Delta Air Lines Inc. [Debtor]
- Financial Advisor- Lehman Brothers Holdings, Inc. [Committee]

Joseph V. Pegnia is a Managing Director based in Atlanta. Joe has twenty-three years' experience as a turnaround advisor and has advised companies, lenders, bondholders, trade creditors and equity holders in both out of court and in court proceedings. He has extensive experience in U.S Bankruptcy Courts and Federal District Court.

Mr. Pegnia has been involved in over 30 Chapter 11 cases and multi-state Federal Receiverships, including some of the largest cross border Chapter 11 cases during the financial crisis such as Abitibi Bowater Holdings and Lehman Brothers Holdings, Inc. Recently Mr. Pegnia served as receiver of a 100-bed skilled nursing facility, as Chief Restructuring Officer in the Chapter 11 case of RMH Franchise Corporation, the operator of 159 Applebee's restaurants, valued a multi-billion dollar claim in the Westinghouse Electric Company Chapter 11 case and acted as financial advisor to the Chapter 11 Trustee in the Alliance Medical Holdings Chapter 11 cases.

On behalf of his clients, Joe evaluates all potential courses of action to improve performance and maximize value including cost reductions, capital raising, and potential asset sales. He has extensive experience in each of these areas. Examples include reducing client overhead by 40%, executing recapitalizations, and conducting asset sales in out of court transactions or as part of in-court proceedings. His asset sale experience includes Section 363 sales, assignments for the benefit of creditors, receivership sales, and out-of-court processes.

Many of Mr. Pegnia's assignments have involved asset sales and/or capital raising transactions across a wide variety of industries and sectors. Notable transactions include:

- Sale of a 300-bed distressed urban hospital
- Sale of a \$150 million national mail-order pharmacy
- Sale of a \$150 million charter school management company with operations on 3 continents
- Sale of a high-end golf club holding company with 7 clubs across the Southeast
- Sale of a data processing company focused on freight logistics

Specialties:

Asset Sales (in and out of court)
Assignments for the Benefit of Creditors
Bankruptcy Proceedings
Capital Raising
Financial Advisor
Interim Management
Receivership
Recovery Actions
Turnarounds / Restructuring
Unsecured Creditors' Committees

Industries:

Education Management
Energy
Retail/Restaurant
Skilled Nursing/Senior Living
Transportation

JOSEPH PEGNIA

jpegnia@brileyfn.com
[470] 346-6833
[vCard](#)

- Recapitalization of a major grocery store chain with over 200 locations
- Capital raise for a \$200 million distributor of electronics and computer peripherals

Prior to joining GlassRatner (now doing business as B. Riley Advisory Services), Joe was a Partner and Shareholder with GGG Partners and a Managing Director with FTI Consulting. Joe began his restructuring career with Ernst & Young LLP. Prior to E&Y, Joe was as an asset-based lender which led to his interest in turnaround situations.

He has addressed numerous professional organizations on issues relating to bankruptcy, creditor's rights, and corporate fraud.

Turnaround of the Year Awards

Mr. Pegnia was awarded the Turnaround of the Year Award by the Atlanta Chapter of the Turnaround Management Association for:

- A freight audit and management billing company (2014)
- A golf course management company (2013)

Memberships

- American Bankruptcy Institute
- Turnaround Management Association
- Secured Finance Network

Other Interests

- Past President of the Atlanta Chapter of the Risk Management Association.
- Mr. Pegnia has attained the rank of Eagle Scout with the Boy Scouts of America.



Greg Milligan



Fiduciary Services and Credentials
(November 2022)





Gregory S. Milligan, CTP
Executive Vice President

Office: 630.250.2701

Cell: 512.626.1818

gmilligan@harneypartners.com

Representative Roles

- Federal Court Receiver
- State Court Receiver
- Chief Restructuring Officer
- Chapter 11 Operating Trustee
- Chapter 11 Liquidating Trustee
- Chapter 11 Post-Confirmation Trustee
- Restructuring Advisor
- Independent Board Member
- Court-Appointed Director
- Court-Appointed Neutral
- Chapter 7 Trustee
- Liquidation Agent

Education & Certifications

- Certified Turnaround Professional
- BBA, Economics, University of Texas at Austin
- Texas Real Estate License

25+ years assisting distressed clients and serving in a wide range of fiduciary positions

For more than 25 years, and with engagements involving onsite advisory to clients in more than 25 states and multiple foreign countries, Greg has maintained a practice surrounding troubled situations or scenarios that require fiduciary oversight. He joined Harney in 1998 and opened the Austin office in 2001. Since then, he has both led and collaborated on engagements with highly successful outcomes, meriting multiple peer-review awards from the Turnaround Management Association and the M&A Advisor.

KEY ENGAGEMENTS

- **Federal Court Receiver** for thirty-six (36) entities involved in an admitted Ponzi-like scheme raising more than \$345MM in investor funds wherein we sold a portfolio of charged-off consumer debt with a face value of \$6.1B, eleven (11) commercial and residential properties, as well as a fleet of luxury vehicles and other ultra-high-end personal property while developing and executing a distribution process for approved claimants.
- **Chief Restructuring Officer** of 262-room Austin Airport Hilton hotel and conference center where we negotiated a settlement of \$60MM in disputed bond debt for \$30MM by raising \$53MM in new bond debt which provided approximately \$20MM for a complete renovation of the property.
- **Chapter 11 Operating Trustee** of 3443 Zen Garden, LP which was redeveloping a 110-acre former Motorola campus in Austin, Texas at the time of filing and included the subsequent sale of the campus.
- **Chapter 11 Post-Confirmation Trustee** of Warranty Gold, Ltd. representing the interests of 64,000 customers holding claims exceeding \$50MM; also served on the Creditors Committee in the Cayman Island insolvency proceeding of the administrator and insurer of Warranty Gold's extended vehicle service contracts.
- **State Court Receiver** of two World Class Capital Group subsidiaries each owning prime development tracts in the CBD of downtown Austin collectively valued at approximately \$140MM.

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Fiduciary Services



Harney Partners understands that discipline, expertise, experience and focus are all critical elements when stakeholders are selecting a fiduciary. We have a proven track record of serving in a variety of fiduciary roles that have been both court appointed and by consensus of key stakeholders within the companies involved.

We also understand the players and the process. Rather than being paralyzed by the increased transparency and scrutiny imposed by a legal proceeding with duties to a variety of beneficiaries and constituents, we utilize our experience to leverage the "system" to achieve identifiable, near-term results.

Proven Experience and Approach

- ✓ Our cumulative experience allows our team to instantly hit the ground running – which is a critical differentiator because time is never a luxury.
- ✓ We can manage and monetize a wide variety of disparate assets while operating within the specific legal confines of the situation.
- ✓ We have demonstrated proficiency in both the customary financial and operational aspects of an engagement.
- ✓ Our expertise in turnaround management, combined with our fiduciary experience, ensures the best possible outcomes.



Representative Roles:

- Federal Court Receiver (SEC and Other)
- State Court Receiver
- Chapter 11 Trustee
- Chapter 11 Post-Confirmation Trustee
- Chapter 11 Chief Restructuring Officer (CRO)
- Chapter 7 Trustee
- Court-Appointed Responsible Person
- Court-Appointed Independent Director
- State Court Appointed Neutral
- Out-of-Court Independent Director
- Out-of-Court CRO
- Assignee - Assignment for the Benefit of Creditors

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Federal Court Receiver Roles



Securities + Exchange Commission and Bankruptcy Court

- ✓ In Re: **Securities and Exchange Commission vs. Kevin Merrill, Jay Ledford**, et al, wherein the defendants orchestrated a \$400MM Ponzi scheme and the Receiver has been granted exclusive possession and control over approximately 40 entities and all assets of those entities. This matter is currently ongoing and has involved the operations of three (3) separate businesses, including the administration of a \$6B portfolio of consumer debt, as well as the liquidation of commercial and residential real estate, exotic cars, a yacht, jewelry and other luxury goods. All three individual defendants were charged criminally, pled guilty to federal charges and the primary actors were sentenced to 22 years (Merrill) and 14 years (Ledford) in prison.
- ✓ In Re: **Regent Park Capital, LLC**, a hard money lender offering short-term commercial loans, commercial bridge loans, asset-based loans and hard money loans. The assignment primarily involved the sale of 40 acres of commercial real estate from a defaulted borrower.

State Court Receiver Roles



Corporate Disputes

- ✓ **WC 1st and Trinity, LP and WC 3rd and Congress, LP**, two single-asset entities each owning prime, undeveloped real property in downtown Austin, Texas. A plan was developed and each property was sold in separate campaigns for a combined sale price of \$172MM – which sales set all-time records for the first and second highest per square foot prices for raw land in the history of Austin.
- ✓ **Incline Global Technology Services, Ltd.**, a high-tech service company located in Round Rock, Texas. IGTS was the subsidiary of a UK entity “in administration,” which is an insolvency process under the management of a court-appointed administrator. The assignment involved the operation of the business for a period while a going-concern sale was arranged and closed with Jabil Circuit, a Fortune 200 company, which allowed the retention of all 140 local jobs and 52% recovery by unsecured creditors.
- ✓ **Austin Bacchus Company, Inc.**, the exclusive online domestic retailer of refurbished Dyson vacuum cleaners through its warehouse showroom and multiple online sales channels, including eBay and Amazon, as well as its own website. The assignment involved the orderly wind down and liquidation of the online warehouse business, as well as a going-concern sale of the defendant’s retail showroom and repair facility.

State Court Receiver Roles



Regulatory Enforcement Actions

- ✓ **House Savings Investment and AA House Savings Financial**, two mortgage processing companies in Houston, Texas, with approximately 18,000 customers which were sued by the Texas Attorney General and the Texas Department of Banking for failing to account for millions of dollars of consumer trust funds and operating a money service business without a license. An orderly wind down was conducted of both companies in a manner that insured all active customers' mortgage payments were timely remitted during the transition. Fraudulently conveyed assets were recovered and a distribution was made to all allowed claimants.
- ✓ **Warr Investment Group, Warr International Group** and 16 other persons and entities sued by the Texas Attorney General and the Texas State Securities Board for selling unregistered securities by unlicensed dealers and through various means of fraud. An orderly wind down was conducted for the assets of each entity. A forensic investigation was conducted to identify affected investors, and the sources and uses of investor funds. Fraudulently conveyed assets were recovered and a distribution was made to all allowed claimants.

Bankruptcy Fiduciary Roles



Bankruptcy Court Trustee Positions

- ✓ **Chapter 11 Post-Confirmation Trustee for VPR Operating, LLC** and other consolidated E&P debtor entities with oil and gas interests in Oklahoma and New Mexico. All such assets of the Debtors were sold pre-confirmation. Harney stepped into pending subordination/re-characterization litigation filed by the Committee against certain investors and alleged pre-petition lenders. Post-confirmation, we also filed approximately forty (40) Chapter 5 causes of action, as well as additional D&O litigation. The recoveries from these litigation claims provided a recovery to all allowed unsecured creditors.
- ✓ **Chapter 11 Post-Confirmation Trustee to Galveston Bay Biodiesel, LP**, a Chapter 11 debtor in Galveston, Texas. This matter involved an orderly wind down and §363 sale process of a biodiesel refinery after assisting in the formulation of the Disclosure Statement and Plan. The case was precipitated by catastrophic damage caused to the refinery by Hurricane Ike, so claims were also litigated against the debtor's insurance carriers to recover on claims for the benefit of creditors.
- ✓ **Chapter 11 Post-Confirmation Trustee for Warranty Gold, Ltd.**, representing the interests of 64,000 policy holders of a failed automotive extended warranty company. This engagement involved the direction of complex litigation against multiple third-party defendants both in the United States and the Cayman Islands, as well as the Chapter 11 claims adjudication process issuing payment to all 64,000 customers holding claims exceeding \$50 million. As Trustee, we also served on the Creditors Committee in the Cayman Island insolvency proceeding of National Warranty Insurance Risk Retention Group, which was the administrator and insurer of Warranty Gold's extended vehicle service contracts.

Bankruptcy Fiduciary Roles

Bankruptcy Court Trustee Positions (Continued)

- ✓ **Chapter 11 Operating Trustee for Harriett Heep-Schaffer**, a high-profile and highly contentious bankruptcy case in Austin, Texas involving real property valued at more than \$30 million. After litigation and negotiations to clear clouds on the title, and defending a toll road condemnation proceeding, a plan was developed to obtain exit financing which provided sufficient funding to pay all creditors 100%, plus interest. This left ownership of the property with the Debtor, who ultimately realized an eight-figure net return.
- ✓ **Post-Confirmation Trustee for BullionDirect, Inc.**, an online seller of precious metals. BDI agreed to store metals on behalf of its customers; however, prior to filing of the case, the debtor misappropriated approximately \$25MM of customer metals affecting approximately 7,500 consumers. As Trustee, the company's remaining metals inventory was sold, litigation claims were resolved, and contract rights were monetized. After a claims review and allowance process, these proceeds were distributed to allowed claimants. The debtor's principal, Charles McAllister, was charged criminally and sentenced to 10 years in federal prison.
- ✓ **Restructuring Advisor and Post-Confirmation Trustee to Wick Building Systems, Inc.**, a Chapter 11 debtor in Madison, Wisconsin. This matter involved the closure of two unprofitable divisions and the operation/sale of a third, profitable division, after an extensive \$363 sale process. The "crash landing" Chapter 11 filing was precipitated by the senior secured lender sweeping the company's seven-figure account balance due to concerns as to whether the company had the ability to repay the principal balance owed on the loan facility; however, after a successful sale process, an 80% dividend was returned to the unsecured creditors of all three divisions from the sale proceeds of only one division.

Why Partner with Harney?



Collaborative Approach + Interprofessional Team

- ✓ Proven Fiduciary Experience
- ✓ Side-by-side" partnership approach to identify and implement the best solutions, faster
- ✓ Professional team with specialized expertise and complementary business acumen
- ✓ Knowledge and experience from objective and broad perspectives

- ✓ Certified Turnaround Professionals
- ✓ CPAs
- ✓ CFOs
- ✓ Certified Insolvency & Restructuring Advisors
- ✓ Certified Valuation Analysts
- ✓ Workout Bankers
- ✓ Certified Financial Planners
- ✓ Attorneys
- ✓ Data analytic experts

= Rapid Execution and Immediate Impact

[harneypartners.com](https://www.harneypartners.com)

Lenders That Trust Harney Partners

Harney Partners collaborates with lenders to provide the objectivity, transparency and expertise to help stabilize or realign a challenging situation to find the best path forward.

AmegyBank.



Associated Bank

BBVA

Bank of America.



CHASE



ENCINA
BUSINESS CREDIT



Goldman Sachs



TEXAS CAPITAL BANK®

TRUIST



UMB

usbank.





THANK YOU!

We look forward to partnering with you!

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EXHIBIT A2

RELATED PARTY RECEIVABLE CONFIRMATION

March 25, 2022

BF Borgers CPA PC


Attn: [REDACTED]

The following information relating to amount owed by me to **Takeover Industries Inc.**'s as of December 31, 2021 agrees to my records:

Due from related party as on December 31, 2021: **\$ 243,253.84**

After reviewing (and revising, as necessary) the above information, and signing and dating your reply, please **mail** it directly to BF Borgers CPA PC, [REDACTED] at [REDACTED] (preferred).

Sincerely,

DocuSigned by:

C16132C28CFC4C4...

Signature

Toby McBride (CEO)

Takeover Industries Inc.

CardHolder Name	Account#	Posting Date	Trans. Date	Reference ID	Description	Chgo Mapping	Amount	MCC	Merchant	Transacti	Expense
TOBY MCBRIDE	4327	1/3/2022	1/1/2022	Ref: 55432862001200975285446	CHEVRON 0370430	Due from Toby McBride	71.76	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	1/3/2022	12/30/2021	Ref: 55308761365547426687710	SHELL OIL 10077606019	Due from Toby McBride	86.15	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	1/3/2022	1/1/2022	Ref: 05587452001000000128191	RBT SHELL OIL 57443015	Due from Toby McBride	-1.00	6532	PAYMEN C		Service
TOBY MCBRIDE	4327	1/4/2022	1/3/2022	Ref: 05314612004500192586029	ZOOM CAR WASH - HAMME	Due from Toby McBride	148.00	7542	CAR WA: D		Repair &
TOBY MCBRIDE	4327	1/6/2022	1/5/2022	Ref: 55432862005200141539219	CHEVRON 0307709	Due from Toby McBride	100.00	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	1/6/2022	1/4/2022	Ref: 05140482005120004223245	W HAMMER VALERO	Due from Toby McBride	70.00	5541	SERVICED		Automol
TOBY MCBRIDE	4327	1/6/2022	1/5/2022	Ref: 55310202005083749729127	CSA-GGA-DAM/TRIPINSUR.	Due from Toby McBride	59.00	6300	INSURAN D		Service
TOBY MCBRIDE	4327	1/12/2022	1/10/2022	Ref: 72700692011900014000131	LODI BEER COMPANY	Due from Toby McBride	111.21	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/13/2022	1/11/2022	Ref: 52704872012200088200229	MARKET TAVERN	Due from Toby McBride	210.87	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/14/2022	1/13/2022	Ref: 05410192013018386711258	ENTERPRISE RENT-A-CAR	Due from Toby McBride	1,000.00	3405	ENTERP D		Automol
TOBY MCBRIDE	4327	1/17/2022	1/13/2022	Ref: 25247802014000785053086	CHARLEYS PHILLY STEAKS	Due from Toby McBride	29.92	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/17/2022	1/15/2022	Ref: 55432862016200200772989	NAPLES RISTORANTE	Due from Toby McBride	115.90	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/17/2022	1/14/2022	Ref: 75337002016390000108414	RALPH BRENNAN'S JAZZ K	Due from Toby McBride	130.98	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/17/2022	1/14/2022	Ref: 55432862014200724351783	SQ *FAMOUS FAMIGLIA SA	Due from Toby McBride	24.23	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/17/2022	1/16/2022	Ref: 55432862017200453195622	UVA BAR	Due from Toby McBride	203.48	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/17/2022	1/13/2022	Ref: 55308762014547829616186	SHELL OIL 10077606019	Due from Toby McBride	70.02	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	1/17/2022	1/14/2022	Ref: 55432862014200778001359	SQ *GUILLERMO VAZQUEZ	Due from Toby McBride	56.25	7299	MISCELL D		Persona
TOBY MCBRIDE	4327	1/17/2022	1/14/2022	Ref: 55432862015200818141420	SQ *KAYLA'S CAKE #1	Due from Toby McBride	7.50	5499	MISC FOD		Retail S
TOBY MCBRIDE	4327	1/18/2022	1/17/2022	Ref: 55310202018200000001211	PHO SAIGON BAY REST	Due from Toby McBride	107.12	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/18/2022	1/16/2022	Ref: 55432862017200530848300	STARBUCKS STORE 19311	Due from Toby McBride	13.15	5814	EXPRES D		Amusen
TOBY MCBRIDE	4327	1/19/2022	1/18/2022	Ref: 55432862018200855810231	CHEVRON 0352510	Due from Toby McBride	81.03	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	1/24/2022	1/21/2022	Ref: 05314612022100154510493	ZOOM CAR WASH - HAMME	Due from Toby McBride	262.49	7542	CAR WA: D		Repair &
TOBY MCBRIDE	4327	1/24/2022	1/21/2022	Ref: 52708062022761041483014	DICKS SPORTING GOODS1	Due from Toby McBride	374.44	5941	SPORTIN D		Retail S
TOBY MCBRIDE	4327	1/24/2022	1/22/2022	Ref: 55432862023200119522815	DILLARDS 960 WEBERSTO	Due from Toby McBride	472.46	5311	DEPART D		Retail S
TOBY MCBRIDE	4327	1/26/2022	1/25/2022	Ref: 55432862026200064866479	TST* Pietros	Due from Toby McBride	233.87	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/27/2022	1/25/2022	Ref: 15449852026294450732086	MIDGLEYS PUBLIC HOUSE	Due from Toby McBride	97.43	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	1/31/2022	1/27/2022	Ref: 55316582028744009136137	ARCO#82619PAUL & PAQP	Due from Toby McBride	80.00	5541	SERVICED		Automol
TOBY MCBRIDE	4327	1/31/2022	1/28/2022	Ref: 55432862029200862223524	CHEVRON 0376506	Due from Toby McBride	75.10	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	2/2/2022	2/1/2022	Ref: 55432862032200927078009	CHEVRON 0352970	Due from Toby McBride	99.36	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	2/7/2022	2/5/2022	Ref: 55480772037400069000178	MIMOSAS CAFE STOCKTOI	Due from Toby McBride	83.66	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	2/14/2022	2/12/2022	Ref: 75369432044876100945628	THE WATERLOO RESTAUR	Due from Toby McBride	299.30	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	2/14/2022	2/11/2022	Ref: 55308762043547612200482	SHELL OIL 10077606019	Due from Toby McBride	97.38	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	2/16/2022	2/14/2022	Ref: 55308762046547554396154	SHELL OIL 10077606019	Due from Toby McBride	73.37	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	2/21/2022	2/18/2022	Ref: 55308762050547356942976	SHELL OIL 10077606019	Due from Toby McBride	101.56	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	2/21/2022	2/17/2022	Ref: 22303792049001139300272	ZOOM CAR WASH AND LU	Due from Toby McBride	148.00	5541	SERVICED		Automol
TOBY MCBRIDE	4327	2/23/2022	2/22/2022	Ref: 55432862053200074510626	CHEVRON 0374536	Due from Toby McBride	99.43	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	2/28/2022	2/26/2022	Ref: 72700692058900018400034	FOSTER BIG HORN RESTA	Due from Toby McBride	129.19	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	2/28/2022	2/25/2022	Ref: 55432862056200993399017	CHEVRON 0352510	Due from Toby McBride	79.67	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	3/2/2022	3/1/2022	Ref: 05314612061500221695643	ZOOM CAR WASH - HAMME	Due from Toby McBride	148.00	7542	CAR WA: D		Repair &
TOBY MCBRIDE	4327	3/3/2022	3/1/2022	Ref: 55308762061547872231182	SHELL OIL 10077606019	Due from Toby McBride	52.16	5542	AUTOMA D		Automol
TOBY MCBRIDE	4327	3/4/2022	3/3/2022	Ref: 55436872063640634051871	BROOKSIDE COUNTRY CLI	Due from Toby McBride	1,208.82	7992	PUBLIC (D		Amusen
TOBY MCBRIDE	4327	3/7/2022	3/6/2022	Ref: 55432862066200074649791	PIZZA PONTE	Due from Toby McBride	27.37	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	3/7/2022	3/5/2022	Ref: 55457022065400062007422	RAGLAN ROAD IRISH PUB	Due from Toby McBride	41.72	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	3/7/2022	3/5/2022	Ref: 52704872065893065465306	WDW FOOD TRUCKS	Due from Toby McBride	34.00	5814	EXPRES D		Amusen
TOBY MCBRIDE	4327	3/7/2022	3/6/2022	Ref: 55546502066706000033814	VOLCOM LAKE BUENA VIS	Due from Toby McBride	140.59	5691	MEN'S A/D		Clothing
TOBY MCBRIDE	4327	3/7/2022	3/5/2022	Ref: 55432862065200788483322	THE WELL KIOSK-679	Due from Toby McBride	52.11	5999	MISCELL D		Retail S
TOBY MCBRIDE	4327	3/7/2022	3/5/2022	Ref: 55432862065200788483306	THE WELL KIOSK-679	Due from Toby McBride	9.68	5999	MISCELL D		Retail S
TOBY MCBRIDE	4327	3/8/2022	3/6/2022	Ref: 55457022066206088100581	RAGLAN ROAD IRISH PUB	Due from Toby McBride	39.38	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	3/9/2022	3/8/2022	Ref: 52704872068200988400344	RFC DISNEY ANIMAL REST	Due from Toby McBride	119.32	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	3/9/2022	3/7/2022	Ref: 52704872067893067420851	WDW POPCORN CARTS	Due from Toby McBride	14.00	5814	EXPRES D		Amusen
TOBY MCBRIDE	4327	3/10/2022	3/9/2022	Ref: 55432862069200987924296	PATINA ENZO HIDEAWAY	Due from Toby McBride	185.50	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	3/10/2022	3/8/2022	Ref: 52704872068893068465599	WDW SATU'LI CANTEEN	Due from Toby McBride	60.74	5814	EXPRES D		Amusen
TOBY MCBRIDE	4327	3/11/2022	3/9/2022	Ref: 52704872069893069418489	LE CELLIER RESTAURA	Due from Toby McBride	135.64	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	3/11/2022	3/9/2022	Ref: 52704872069893069419370	WDW GLAS PORZELLAN	Due from Toby McBride	154.41	5947	GIFT, CAD		Retail S
TOBY MCBRIDE	4327	3/14/2022	3/12/2022	Ref: 55457022072400066004889	RAGLAN ROAD IRISH PUB	Due from Toby McBride	222.64	5812	EATING I D		Amusen
TOBY MCBRIDE	4327	3/28/2022	3/26/2022	Ref: 55432862086200131760496	BJS RESTAURANTS 463	Due from Toby McBride	161.70	5812	EATING I D		Amusen

TOBY MCBRIDE	4327	3/28/2022	3/28/2022 Ref: 55203522081637001057044	SAFEWAY FUEL 2707	Due from Toby McBride	100.03	5542 AUTOMAD	Automol
TOBY MCBRIDE	4327	3/30/2022	3/29/2022 Ref: 55436872089640893321148	BROOKSIDE COUNTRY CL	Due from Toby McBride	726.36	7992 PUBLIC (D	Amusen
TOBY MCBRIDE	4327	3/30/2022	3/29/2022 Ref: 05314612089500199429650	ZOOM CAR WASH - HAMME	Due from Toby McBride	148.00	7542 CAR WA:D	Repair S
TOBY MCBRIDE	4327	3/31/2022	3/29/2022 Ref: 55308762089547462786601	SHELL OIL 10077606019	Due from Toby McBride	99.58	5542 AUTOMAD	Automol
TOBY MCBRIDE	4327	3/31/2022	3/30/2022 Ref: 05587452089000000173762	RBT BJS RESTAURANTS 4	Due from Toby McBride	-6.47	6532 PAYMEN C	Service
TOBY MCBRIDE	4327	4/4/2022	4/2/2022 Ref: 15449852094275821672546	ROCK & BREWS CAL EXPC	Due from Toby McBride	168.39	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	4/4/2022	4/2/2022 Ref: 55432862092200007571425	CHEVRON 0096171	Due from Toby McBride	110.03	5542 AUTOMAD	Automol
TOBY MCBRIDE	4327	4/8/2022	4/7/2022 Ref: 05314612098500219402397	ZOOM CAR WASH - HAMME	Due from Toby McBride	148.00	7542 CAR WA:D	Repair S
TOBY MCBRIDE	4327	4/11/2022	4/8/2022 Ref: 55308762099547306067786	SHELL OIL 10077606019	Due from Toby McBride	99.00	5542 AUTOMAD	Automol
TOBY MCBRIDE	4327	4/18/2022	4/15/2022 Ref: 25247802106001022596464	CIGAR CLUB	Due from Toby McBride	281.37	5993 CIGAR S D	Retail S
TOBY MCBRIDE	4327	4/25/2022	4/23/2022 Ref: 75217692115240001615383	Kenny's Cafe	Due from Toby McBride	121.24	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	4/27/2022	4/25/2022 Ref: 52704872116200088200935	MARKET TAVERN	Due from Toby McBride	161.96	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	4/27/2022	4/26/2022 Ref: 55432862117200565326767	2430 SMF SACTOWN SHOF	Due from Toby McBride	15.66	5399 MISCELL D	Retail S
TOBY MCBRIDE	4327	4/28/2022	4/27/2022 Ref: 55436872118641183208701	BROOKSIDE COUNTRY CL	Due from Toby McBride	1,138.36	7992 PUBLIC (D	Amusen
TOBY MCBRIDE	4327	4/28/2022	4/26/2022 Ref: 85133312117700201752685	TRAVEL + WELL	Due from Toby McBride	17.65	5999 MISCELL D	Retail S
TOBY MCBRIDE	4327	4/29/2022	4/27/2022 Ref: 55421352118630123426804	LEGENDS CONCESSIONS	Due from Toby McBride	28.13	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	4/29/2022	4/27/2022 Ref: 85504992118900014900203	LIVE!	Due from Toby McBride	45.57	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	4/29/2022	4/28/2022 Ref: 55432862118200966108466	SQ *AVOCA COFFEE - MUL	Due from Toby McBride	13.32	5814 EXPRES D	Amusen
TOBY MCBRIDE	4327	4/29/2022	4/27/2022 Ref: 52704872118207288600168	DAL COWBOYS MERCHAN	Due from Toby McBride	90.93	5655 SPORTS D	Clothing
TOBY MCBRIDE	4327	4/29/2022	4/28/2022 Ref: 55432862118200975415993	SQ *KO TRADING	Due from Toby McBride	166.64	5999 MISCELL D	Retail S
TOBY MCBRIDE	4327	4/29/2022	4/28/2022 Ref: 55432862119200091154087	SQ *PFL	Due from Toby McBride	361.56	5999 MISCELL D	Retail S
TOBY MCBRIDE	4327	5/2/2022	4/29/2022 Ref: 52708082120846581715062	MOES SW GRILL/MANCHU	Due from Toby McBride	23.89	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	5/2/2022	4/28/2022 Ref: 85428142119702795773849	TRAILBOSS BURGERS	Due from Toby McBride	111.86	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	5/6/2022	5/5/2022 Ref: 52704872126400100002792	PAPPADEAUX SEAFOOD K	Due from Toby McBride	475.79	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	5/6/2022	5/5/2022 Ref: 52704872126400100002404	PAPPADEAUX SEAFOOD K	Due from Toby McBride	104.00	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	5/6/2022	5/5/2022 Ref: 25120102126002394620653	Pioneer Restaurant	Due from Toby McBride	32.96	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	5/9/2022	5/6/2022 Ref: 55436872127261274834080	LIVE BY LOEWS ARLINGTO	Due from Toby McBride	387.38	5813 DRINKIN D	Amusen
TOBY MCBRIDE	4327	5/9/2022	5/5/2022 Ref: 55432862126200593923253	SHAKE SHACK - 1269	Due from Toby McBride	10.45	5814 EXPRES D	Amusen
TOBY MCBRIDE	4327	5/9/2022	5/5/2022 Ref: 75428172126221000692024	SWIFT FOOD STORE	Due from Toby McBride	7.62	5541 SERVICED	Automol
TOBY MCBRIDE	4327	5/9/2022	5/7/2022 Ref: 55310202128838000256264	HUDSON-DUNKIN ST1134	Due from Toby McBride	9.17	5462 BAKERIE D	Retail S
TOBY MCBRIDE	4327	5/9/2022	5/6/2022 Ref: 55432862126200709996615	SQ *PFL	Due from Toby McBride	368.05	5999 MISCELL D	Retail S
TOBY MCBRIDE	4327	5/19/2022	5/18/2022 Ref: 55432862138200342273345	CHEVRON 0094275	Due from Toby McBride	147.28	5542 AUTOMAD	Automol
TOBY MCBRIDE	4327	5/23/2022	5/20/2022 Ref: 55432862141200184113166	TST* Raw Sushi Bistro	Due from Toby McBride	340.01	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	5/30/2022	5/27/2022 Ref: 55436872148641483839142	BROOKSIDE COUNTRY CL	Due from Toby McBride	273.41	7992 PUBLIC (D	Amusen
TOBY MCBRIDE	4327	6/2/2022	5/31/2022 Ref: 15449852152318881077534	MIDGLEYS PUBLIC HOUSE	Due from Toby McBride	159.57	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/6/2022	6/4/2022 Ref: 55500362157400009605722	ZSK* RZ LAND OCEAN ROS	Due from Toby McBride	119.13	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/15/2022	6/14/2022 Ref: 55436872166151669725567	LANDSHARK	Due from Toby McBride	85.59	5813 DRINKIN D	Amusen
TOBY MCBRIDE	4327	6/15/2022	6/14/2022 Ref: 02305372166000589370874	PUBLIX #706	Due from Toby McBride	73.51	5411 GROCEFD	Retail S
TOBY MCBRIDE	4327	6/15/2022	6/14/2022 Ref: 55432862166200830154168	THE WELL KIOSK-679	Due from Toby McBride	29.62	5999 MISCELL D	Retail S
TOBY MCBRIDE	4327	6/16/2022	6/15/2022 Ref: 85345512166900018803460	PIGTALES	Due from Toby McBride	85.94	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/17/2022	6/15/2022 Ref: 75369432167391805784133	LAKE LANIER ISLANDS RE	Due from Toby McBride	124.15	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/20/2022	6/17/2022 Ref: 52704872169200688200018	1040 M&S ATLANTA CNN	Due from Toby McBride	32.66	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/20/2022	6/17/2022 Ref: 52704872169200688200034	1040 M&S ATLANTA CNN	Due from Toby McBride	114.18	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/20/2022	6/18/2022 Ref: 75369432170404205245749	AUNTIE ANNS	Due from Toby McBride	18.72	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/20/2022	6/16/2022 Ref: 55436872168171688405460	CENTENNIAL GROUNDS C	Due from Toby McBride	14.00	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/20/2022	6/17/2022 Ref: 55436872169261695589338	CENTENNIAL GROUNDS C	Due from Toby McBride	11.15	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/20/2022	6/17/2022 Ref: 05259582169000391955086	GEORGIA AQUARIUM	Due from Toby McBride	97.54	7998 AQUARI D	Amusen
TOBY MCBRIDE	4327	6/20/2022	6/16/2022 Ref: 75369432168396106929385	LAKE LANIER ISLANDS RE	Due from Toby McBride	1,193.50	7011 LODGIN(D	Hotels a
TOBY MCBRIDE	4327	6/20/2022	6/18/2022 Ref: 55436872170171702254213	OMNI HOTELS	Due from Toby McBride	358.34	3592 OMNI HC D	Hotels a
TOBY MCBRIDE	4327	6/20/2022	6/18/2022 Ref: 55436872170171702253694	OMNI HOTELS	Due from Toby McBride	312.10	3592 OMNI HC D	Hotels a
TOBY MCBRIDE	4327	6/20/2022	6/17/2022 Ref: 55432862169200812531851	SQ *PFL	Due from Toby McBride	261.36	5999 MISCELL D	Retail S
TOBY MCBRIDE	4327	6/21/2022	6/19/2022 Ref: 55308762171547648772094	SHELL OIL 10077606019	Due from Toby McBride	151.78	5542 AUTOMAD	Automol
TOBY MCBRIDE	4327	6/22/2022	6/21/2022 Ref: 55436872173161736656852	SMF SQUEEZE INN A 6402	Due from Toby McBride	18.29	5814 EXPRES D	Amusen
TOBY MCBRIDE	4327	6/22/2022	6/22/2022 Ref: 02305372173000572976407	TST* HUDSON GRILLE - D	Due from Toby McBride	127.42	5813 DRINKIN D	Amusen
TOBY MCBRIDE	4327	6/22/2022	6/20/2022 Ref: 05140482172710033022514	SAVE MART #334	Due from Toby McBride	77.97	5411 GROCEFD	Retail S
TOBY MCBRIDE	4327	6/22/2022	6/21/2022 Ref: 55432862173200134444092	THE WELL KIOSK-679	Due from Toby McBride	29.40	5999 MISCELL D	Retail S
TOBY MCBRIDE	4327	6/24/2022	6/23/2022 Ref: 52704872175200688200077	1040 M&S ATLANTA CNN	Due from Toby McBride	195.12	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/24/2022	6/22/2022 Ref: 55436872174171743580242	CENTENNIAL GROUNDS C	Due from Toby McBride	11.94	5812 EATING ID	Amusen

TOBY MCBRIDE	4327	6/24/2022	6/23/2022 Ref: 55263522175490000040329	FAL CONSOLIDATED RETAIL	Due from Toby McBride	205.77	5699 MISCELL	Clothing
TOBY MCBRIDE	4327	6/27/2022	6/25/2022 Ref: 75369432177431109181535	AUNTIE ANNS	Due from Toby McBride	13.00	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	6/27/2022	6/23/2022 Ref: 55308762175547711979580	SHELL OIL 575298814QPS	Due from Toby McBride	55.01	5542 AUTOMA D	Automol
TOBY MCBRIDE	4327	6/27/2022	6/23/2022 Ref: 55308762175547713682372	SHELL OIL 575298814QPS	Due from Toby McBride	9.72	5541 SERVICED	Automol
TOBY MCBRIDE	4327	6/27/2022	6/25/2022 Ref: 55436872177171772595241	OMNI HOTELS	Due from Toby McBride	25.69	3592 OMNI HCD	Hotels a
TOBY MCBRIDE	4327	6/27/2022	6/25/2022 Ref: 55436872177171772593519	OMNI HOTELS	Due from Toby McBride	90.00	3592 OMNI HCD	Hotels a
TOBY MCBRIDE	4327	6/27/2022	6/25/2022 Ref: 55310202177838000175563	ATLMARKET ST2687	Due from Toby McBride	16.97	5994 NEWS D/D	Retail S
TOBY MCBRIDE	4327	6/27/2022	6/26/2022 Ref: 55432862178200634037664	GNC	Due from Toby McBride	60.88	5499 MISC FOD	Retail S
TOBY MCBRIDE	4327	6/27/2022	6/24/2022 Ref: 55432862176200038916614	SQ *PFL	Due from Toby McBride	304.92	5999 MISCELL D	Retail S
TOBY MCBRIDE	4327	6/27/2022	6/25/2022 Ref: 05410192177091007673456	TARGET 00003137	Due from Toby McBride	334.30	5411 GROCEFD	Retail S
TOBY MCBRIDE	4327	6/28/2022	6/27/2022 Ref: 55436872179641793286911	BROOKSIDE COUNTRY CL	Due from Toby McBride	1,498.55	7992 PUBLIC (D	Amusen
TOBY MCBRIDE	4327	6/29/2022	6/28/2022 Ref: 55432862179200162932194	CHEVRON 0308228	Due from Toby McBride	98.65	5542 AUTOMA D	Automol
TOBY MCBRIDE	4327	7/4/2022	7/1/2022 Ref: 05140482183120006086065	W HAMMER VALERO	Due from Toby McBride	100.00	5541 SERVICED	Automol
TOBY MCBRIDE	4327	7/4/2022	7/1/2022 Ref: 02305372183500365054989	BEL AIR #523	Due from Toby McBride	301.16	5411 GROCEFD	Retail S
TOBY MCBRIDE	4327	7/5/2022	7/4/2022 Ref: 55480772186191000485060	BEVERAGES & MORE #60	Due from Toby McBride	78.19	5921 PACKAG D	Retail S
TOBY MCBRIDE	4327	7/11/2022	7/9/2022 Ref: 75328552191491602066232	EL RANCHO STEAK HOUSE	Due from Toby McBride	369.14	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	7/25/2022	7/22/2022 Ref: 55432862204200101378037	TST* Pietros	Due from Toby McBride	205.20	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	7/25/2022	7/22/2022 Ref: 55432862204200101378037	DILLARDS 960 WEBERSTO	Due from Toby McBride	234.24	5311 DEPART D	Retail S
TOBY MCBRIDE	4327	7/25/2022	7/23/2022 Ref: 55500362205812929899338	AT&T 5958 S258	Due from Toby McBride	408.98	4812 TELECOID	Utilities
TOBY MCBRIDE	4327	7/25/2022	7/23/2022 Ref: 55500362205812929899692	AT&T 5958 S258	Due from Toby McBride	144.85	4812 TELECOID	Utilities
TOBY MCBRIDE	4327	7/27/2022	7/26/2022 Ref: 55436872208642083408004	BROOKSIDE COUNTRY CL	Due from Toby McBride	2,062.89	7992 PUBLIC (D	Amusen
TOBY MCBRIDE	4327	7/29/2022	7/28/2022 Ref: 55432862209200907158307	CHEVRON 0308228	Due from Toby McBride	94.96	5542 AUTOMA D	Automol
TOBY MCBRIDE	4327	8/1/2022	7/30/2022 Ref: 55432862212200803132898	JW MARRIOTT INDY F&B	Due from Toby McBride	8.45	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	8/1/2022	7/29/2022 Ref: 15449852211202000428191	SIRVEZAS AT SKYHARBOR	Due from Toby McBride	48.01	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	8/1/2022	7/31/2022 Ref: 55432862212200800112950	SQ *BRICK B - CCC -	Due from Toby McBride	20.06	7999 RECREAD	Amusen
TOBY MCBRIDE	4327	8/1/2022	7/30/2022 Ref: 55432862211200534217902	SQ *BRICK TL - ARDY	Due from Toby McBride	53.63	5814 EXPRES D	Amusen
TOBY MCBRIDE	4327	8/1/2022	7/30/2022 Ref: 55432862211200547392049	SQ *BRICK TL - CHIL	Due from Toby McBride	18.80	5814 EXPRES D	Amusen
TOBY MCBRIDE	4327	8/1/2022	7/29/2022 Ref: 55432862211200509471674	1488-PHO TODAY S4-R32	Due from Toby McBride	41.33	5994 NEWS D/D	Retail S
TOBY MCBRIDE	4327	8/1/2022	7/30/2022 Ref: 55432862211200532623788	SQ *IMS OFFICIAL MERCH	Due from Toby McBride	255.73	5999 MISCELL D	Retail S
TOBY MCBRIDE	4327	8/1/2022	7/29/2022 Ref: 55432862210200242798061	SQ *KHALID HANIF	Due from Toby McBride	40.19	4121 TAXICAE D	Transpo
TOBY MCBRIDE	4327	8/2/2022	8/1/2022 Ref: 15449852214015500034823	CARMINES 44TH STREET	Due from Toby McBride	227.83	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	8/2/2022	8/1/2022 Ref: 55432862213200155203528	SQ *TOPVIEW SIGHTSEEIN	Due from Toby McBride	226.00	7991 TOURIS1D	Amusen
TOBY MCBRIDE	4327	8/2/2022	8/1/2022 Ref: 55432862213200087059550	STARBUCKS A IND	Due from Toby McBride	28.45	5814 EXPRES D	Amusen
TOBY MCBRIDE	4327	8/2/2022	8/1/2022 Ref: 55457022214400983000241	YANKEES CLUBHOUSE 904	Due from Toby McBride	342.11	5655 SPORTS D	Clothing
TOBY MCBRIDE	4327	8/2/2022	8/1/2022 Ref: 55500362214046374957064	CURB SVC LONG ISALN	Due from Toby McBride	12.96	4121 TAXICAE D	Transpo
TOBY MCBRIDE	4327	8/3/2022	8/1/2022 Ref: 75369432214587606479160	JUNIORS - 49TH STREET	Due from Toby McBride	74.84	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	8/3/2022	8/2/2022 Ref: 55432862215200631837053	SQ *AMORINO NEW YORK	Due from Toby McBride	25.37	5814 EXPRES D	Amusen
TOBY MCBRIDE	4327	8/3/2022	8/2/2022 Ref: 52704872215968287856703	MLB STORE	Due from Toby McBride	214.95	5655 SPORTS D	Clothing
TOBY MCBRIDE	4327	8/3/2022	8/2/2022 Ref: 55432862214200455067614	JW MARRIOTT INDY	Due from Toby McBride	1,418.19	3509 MARRIO D	Hotels a
TOBY MCBRIDE	4327	8/3/2022	8/2/2022 Ref: 55500802215206388100614	9/11 MEMORIAL	Due from Toby McBride	180.65	5971 ART DEAF	Retail S
TOBY MCBRIDE	4327	8/3/2022	8/1/2022 Ref: 85544022214980009824999	PHANTOM OF BROADWAY	Due from Toby McBride	227.33	5947 GIFT, CAD	Retail S
TOBY MCBRIDE	4327	8/3/2022	8/1/2022 Ref: 85544022214980009824999	PHANTOM OF BROADWAY	Due from Toby McBride	225.91	5947 GIFT, CAD	Retail S
TOBY MCBRIDE	4327	8/3/2022	8/2/2022 Ref: 55500362215046375337323	CURB SVC LONG ISLAN	Due from Toby McBride	25.09	4121 TAXICAE D	Transpo
TOBY MCBRIDE	4327	8/3/2022	8/2/2022 Ref: 55500362215046375428247	CURB SVC QUEENS	Due from Toby McBride	29.64	4121 TAXICAE D	Transpo
TOBY MCBRIDE	4327	8/3/2022	8/1/2022 Ref: 85179722214701974583809	NEWTAXIPASS	Due from Toby McBride	128.00	4121 TAXICAE D	Transpo
TOBY MCBRIDE	4327	8/4/2022	8/2/2022 Ref: 75369432215592106305583	46 BISTRO	Due from Toby McBride	128.06	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	8/4/2022	8/3/2022 Ref: 52704872215968345143813	DEL FRISCOS GRILLE NY	Due from Toby McBride	191.37	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	8/4/2022	8/2/2022 Ref: 55263522215846275756100	JAMBA JUICE/AUNTIE ANN	Due from Toby McBride	16.49	5814 EXPRES D	Amusen
TOBY MCBRIDE	4327	8/4/2022	8/2/2022 Ref: 52704872215968266935395	ONE WORLD OBSY KIOSKS	Due from Toby McBride	148.08	5818 LARGE C D	Amusen
TOBY MCBRIDE	4327	8/4/2022	8/3/2022 Ref: 55432862216200058950198	TOMMY BAHAMA REST 864	Due from Toby McBride	240.41	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	8/4/2022	8/3/2022 Ref: 55457022216400795000031	NBA STORE NEW YORK CI	Due from Toby McBride	865.00	5655 SPORTS D	Clothing
TOBY MCBRIDE	4327	8/4/2022	8/3/2022 Ref: 55500362216046376227688	CURB SVC LONG ISALN	Due from Toby McBride	75.37	4121 TAXICAE D	Transpo
TOBY MCBRIDE	4327	8/4/2022	8/3/2022 Ref: 55500362216046376566432	CURB SVC LONG ISALN	Due from Toby McBride	15.96	4121 TAXICAE D	Transpo
TOBY MCBRIDE	4327	8/4/2022	8/3/2022 Ref: 55432862215200883339949	SQ *CARS SERVICE	Due from Toby McBride	110.00	4121 TAXICAE D	Transpo
TOBY MCBRIDE	4327	8/4/2022	8/2/2022 Ref: 55490402215464169188859	TAXI SVC 41-25 36TH ST	Due from Toby McBride	18.50	4121 TAXICAE D	Transpo
TOBY MCBRIDE	4327	8/5/2022	8/4/2022 Ref: 15449852217015500034523	CARMINES 44TH STREET	Due from Toby McBride	218.57	5812 EATING ID	Amusen
TOBY MCBRIDE	4327	8/5/2022	8/3/2022 Ref: 25247802216000241048775	NAYAX VENDING 40	Due from Toby McBride	3.15	5814 EXPRES D	Amusen
TOBY MCBRIDE	4327	8/5/2022	8/3/2022 Ref: 25247802216000241048783	NAYAX VENDING 40	Due from Toby McBride	3.15	5814 EXPRES D	Amusen

TOBY MCBRIDE	4327	8/5/2022	8/3/2022	Ref: 35247602316000241048791	NAYAX VENDING 40	Due from Toby McBride	3.15	5814	EXPRES D	Amusen
TOBY MCBRIDE	4327	8/5/2022	8/4/2022	Ref: 55432862217200382076164	ROWLANDS BAR & GRILL	Due from Toby McBride	136.17	5812	EATING ID	Amusen
TOBY MCBRIDE	4327	8/5/2022	8/4/2022	Ref: 55432862216200126507756	SQ *TOPVIEW SIGHTSEEIN	Due from Toby McBride	87.00	7991	TOURISTD	Amusen
TOBY MCBRIDE	4327	8/5/2022	8/3/2022	Ref: 75191162216900014603054	TICK TOCK DINER NY	Due from Toby McBride	40.67	5812	EATING ID	Amusen
TOBY MCBRIDE	4327	8/5/2022	8/3/2022	Ref: 52704872216968395010929	YANKEE STDM LEGENDS C	Due from Toby McBride	91.17	5812	EATING ID	Amusen
TOBY MCBRIDE	4327	8/5/2022	8/3/2022	Ref: 52704872216200988339543	YANKEE STDM MERCHANE	Due from Toby McBride	730.57	5655	SPORTS D	Clothing
TOBY MCBRIDE	4327	8/5/2022	8/4/2022	Ref: 55500802217839000135192	9/11 MEMORIAL	Due from Toby McBride	84.00	5971	ART DEAD	Retail S
TOBY MCBRIDE	4327	8/8/2022	8/6/2022	Ref: 02653902219100252767585	THE NEW YORKER HOTEL	Due from Toby McBride	717.15	7011	LODGINCD	Hotels a
TOBY MCBRIDE	4327	8/8/2022	8/5/2022	Ref: 55432862218200751562975	MSG MERCH STORE	Due from Toby McBride	140.00	5999	MISCELL D	Retail S
TOBY MCBRIDE	4327	8/8/2022	8/5/2022	Ref: 55432862218200751562967	MSG MERCH STORE	Due from Toby McBride	146.00	5999	MISCELL D	Retail S
TOBY MCBRIDE	4327	8/9/2022	8/7/2022	Ref: 02653902220100113492545	THE NEW YORKER HOTEL	Due from Toby McBride	397.68	7011	LODGINCD	Hotels a

We requested ALL credit card charges so that we could assess what items that were previously marked as buisness, may be changed to personal and DUE. Thank you

EXHIBIT A3

Date	Transaction Type	Num	Adj	Posting	Name	Memo/Description	Account
Due from Toby McBride							
Beginning Balance Due from 2021							
01/03/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0370430	Due from Toby McBride	Main CC
01/03/2022	Credit Card Credit	No	Due from Toby McBride	Shell Oil	RBT SHELL OIL 57443015	Due from Toby McBride	Main CC
01/03/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 10077606019	Due from Toby McBride	Main CC
01/04/2022	Expense	No	Due from Toby McBride	Zoom Carwash	ZOOM CAR WASH - HAMMER	Due from Toby McBride	Main CC
01/06/2022	Expense	No	Due from Toby McBride	Valero	W HAMMER VALERO	Due from Toby McBride	Main CC
01/06/2022	Expense	No	Due from Toby McBride	CSA GGA	CSA-GGA-DAMTRIPINSURA	Due from Toby McBride	Main CC
01/06/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0307709	Due from Toby McBride	Main CC
01/07/2022	Expense	No	Due from Toby McBride	Expedia	EXPEDIA 7222672536501	Due from Toby McBride	Main CC
01/10/2022	Expense	No	Due from Toby McBride	Southwest Air	SOUTHWES 5261469107256	Due from Toby McBride	Main CC
01/10/2022	Expense	No	Due from Toby McBride	Southwest Air	SOUTHWES 5261469107255	Due from Toby McBride	Main CC
01/12/2022	Expense	No	Due from Toby McBride	Lodi Beer Company	LODI BEER COMPANY	Due from Toby McBride	Main CC
01/13/2022	Expense	No	Due from Toby McBride	Market Tavern	MARKET TAVERN	Due from Toby McBride	Main CC
01/14/2022	Expense	No	Due from Toby McBride	Enterprise Rent-A-Car	ENTERPRISE RENT-A-CAR	Due from Toby McBride	Main CC
01/17/2022	Expense	No	Due from Toby McBride	Kayla's Cake	SQ *KAYLA'S CAKE #1	Due from Toby McBride	Main CC
01/17/2022	Expense	No	Due from Toby McBride	Famous Famiglia	SQ *FAMOUS FAMIGLIA SA	Due from Toby McBride	Main CC
01/17/2022	Expense	No	Due from Toby McBride	Uva Bar & Cafe	UVA BAR	Due from Toby McBride	Main CC
01/17/2022	Expense	No	Due from Toby McBride	Ralph Brennan's Jazz Kitchen	RALPH BRENNAN'S JAZZ K	Due from Toby McBride	Main CC
01/17/2022	Expense	No	Due from Toby McBride	Naples Ristorante E Bar	NAPLES RISTORANTE	Due from Toby McBride	Main CC
01/17/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 10077606019	Due from Toby McBride	Main CC
01/17/2022	Expense	No	Due from Toby McBride	Guillermo Vazquez	SQ *GUILLERMO VAZQUEZ	Due from Toby McBride	Main CC
01/17/2022	Expense	No	Due from Toby McBride	Charleys Philly Steaks	CHARLEYS PHILLY STEAKS	Due from Toby McBride	Main CC
01/19/2022	Expense	No	Due from Toby McBride	Starbucks	STARBUCKS STORE 19311	Due from Toby McBride	Main CC
01/16/2022	Expense	No	Due from Toby McBride	Orange County Mining Co	ORANGE COUNTY MINING C	Due from Toby McBride	Main CC
01/19/2022	Expense	No	Due from Toby McBride	Pho Saigon Bay Restaurant	PHO SAIGON BAY REST	Due from Toby McBride	Main CC
01/19/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0352510	Due from Toby McBride	Main CC
01/24/2022	Expense	No	Due from Toby McBride	Zoom Carwash	ZOOM CAR WASH - HAMMER	Due from Toby McBride	Main CC
01/24/2022	Expense	No	Due from Toby McBride	Southwest Air	SOUTHWES 5261473749781	Due from Toby McBride	Main CC
01/24/2022	Expense	No	Due from Toby McBride	Dillard's	DILLARDS 960 WEBERSTOW	Due from Toby McBride	Main CC
01/24/2022	Expense	No	Due from Toby McBride	Dick's Sporting Goods	DICKS SPORTING GOODS12	Due from Toby McBride	Main CC
01/26/2022	Expense	No	Due from Toby McBride	Pietro's Pizza	TST* Pietro's	Due from Toby McBride	Main CC
01/27/2022	Expense	No	Due from Toby McBride	Midgley's Public House	MIDGLEY'S PUBLIC HOUSE	Due from Toby McBride	Main CC
01/31/2022	Expense	No	Due from Toby McBride	Sacramento Airport Parking	PMT*SAC CO AIRPORT PAR	Due from Toby McBride	Main CC
01/31/2022	Expense	No	Due from Toby McBride	Arco	ARCO#82619PAUL & PAQPS	Due from Toby McBride	Main CC
01/31/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0376506	Due from Toby McBride	Main CC
01/31/2022	Expense	No	Due from Toby McBride	Sacramento Airport Parking	PMT*SAC CO AIRPORT PAR	Due from Toby McBride	Main CC
02/02/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0352970	Due from Toby McBride	Main CC
02/07/2022	Expense	No	Due from Toby McBride	Mimosas Cafe Stockton	MMOSAS CAFE STOCKTON	Due from Toby McBride	Main CC
02/08/2022	Expense	No	Due from Toby McBride	United Air	UNITED 01623929244604	Due from Toby McBride	Main CC
02/08/2022	Expense	No	Due from Toby McBride	United Air	UNITED 01623929244593	Due from Toby McBride	Main CC
02/14/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 10077606019	Due from Toby McBride	Main CC
02/14/2022	Expense	No	Due from Toby McBride	Waterloo Restaurant	THE WATERLOO RESTAURAN	Due from Toby McBride	Main CC
02/16/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 10077606019	Due from Toby McBride	Main CC
02/21/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 10077606019	Due from Toby McBride	Main CC
02/21/2022	Expense	No	Due from Toby McBride	Zoom Carwash	ZOOM CAR WASH AND LU	Due from Toby McBride	Main CC
02/23/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0374536	Due from Toby McBride	Main CC
02/28/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0352510	Due from Toby McBride	Main CC
02/28/2022	Expense	No	Due from Toby McBride	Foster's Bighorn	FOSTER BIG HORN RESTAU	Due from Toby McBride	Main CC
03/02/2022	Expense	No	Due from Toby McBride	Zoom Carwash	ZOOM CAR WASH - HAMMER	Due from Toby McBride	Main CC
03/03/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 10077606019	Due from Toby McBride	Main CC
03/04/2022	Expense	No	Due from Toby McBride	Brookside Country Club	BROOKSIDE COUNTRY CLUB	Due from Toby McBride	Main CC
03/07/2022	Expense	No	Due from Toby McBride	Ace Parking	ACE PARKING 3110	Due from Toby McBride	Main CC
03/07/2022	Expense	No	Due from Toby McBride	The Well	THE WELL KIOSK-679	Due from Toby McBride	Main CC
03/07/2022	Expense	No	Due from Toby McBride	Pizza Ponte	PIZZA PONTE	Due from Toby McBride	Main CC
03/07/2022	Expense	No	Due from Toby McBride	Disney Food Trucks	WDW FOOD TRUCKS	Due from Toby McBride	Main CC
03/07/2022	Expense	No	Due from Toby McBride	RAGLAN ROAD IRISH PUB	RAGLAN ROAD IRISH PUB	Due from Toby McBride	Main CC
03/07/2022	Expense	No	Due from Toby McBride	The Well	THE WELL KIOSK-679	Due from Toby McBride	Main CC
03/07/2022	Expense	No	Due from Toby McBride	Volcom Disney Springs	VOLCOM LAKE BUENA VIST	Due from Toby McBride	Main CC
03/07/2022	Expense	No	Due from Toby McBride	United Air	UNITED 01699756771694	Due from Toby McBride	Main CC
03/08/2022	Expense	No	Due from Toby McBride	RAGLAN ROAD IRISH PUB	RAGLAN ROAD IRISH PUB	Due from Toby McBride	Main CC
03/08/2022	Expense	No	Due from Toby McBride	WDW POPCORN CARTS	WDW POPCORN CARTS	Due from Toby McBride	Main CC
03/09/2022	Expense	No	Due from Toby McBride	Rainforest Cafe	RFC DISNEY ANIMAL REST	Due from Toby McBride	Main CC
03/10/2022	Expense	No	Due from Toby McBride	Satu'li Canteen	WDW SATU'LI CANTREEN	Due from Toby McBride	Main CC
03/10/2022	Expense	No	Due from Toby McBride	Enzo's Hideaway Tunnel Bar	PATINA ENZO HIDEAWAY	Due from Toby McBride	Main CC
03/11/2022	Expense	No	Due from Toby McBride	Le Cellier Steakhouse	LE CELLIER RESTAURA	Due from Toby McBride	Main CC
03/11/2022	Expense	No	Due from Toby McBride	Glas Und Porzellan	WDW GLAS PORZELLAN	Due from Toby McBride	Main CC
03/14/2022	Expense	No	Due from Toby McBride	RAGLAN ROAD IRISH PUB	RAGLAN ROAD IRISH PUB	Due from Toby McBride	Main CC
03/15/2022	Expense	No	Due from Toby McBride	United Air	UNITED 01699775321366	Due from Toby McBride	Main CC
03/15/2022	Expense	No	Due from Toby McBride	Hilton Orlando Buena Vista Palace	HILTON BUENA VISTA PAL	Due from Toby McBride	Main CC
03/28/2022	Expense	No	Due from Toby McBride	Safeway	SAFeway FUEL2707	Due from Toby McBride	Main CC
03/28/2022	Expense	No	Due from Toby McBride	BJ's Restaurant & Brewhouse	BJ'S RESTAURANTS 463	Due from Toby McBride	Main CC

03/30/2022	Expense	No	Due from Toby McBride	Zoom Car Wash	ZOOM CAR WASH - HAMMER	Due from Toby McBride	Main CC 0248	148.00
03/30/2022	Expense	No	Due from Toby McBride	Brookside Country Club	BROOKSIDE COUNTRY CLUB	Due from Toby McBride	Main CC 0248	726.36
03/31/2022	Credit Card Credit	No	Due from Toby McBride	BJ's Restaurant & Brewhouse	RBT BJ'S RESTAURANTS 46	Due from Toby McBride	Main CC 0248	-6.47
03/31/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 10077606019	Due from Toby McBride	Main CC 0248	99.58
04/04/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0096171	Due from Toby McBride	Main CC 0248	110.03
04/04/2022	Expense	No	Due from Toby McBride	Rock & Brews	ROCK & BREWS CAL EXPO	Due from Toby McBride	Main CC 0248	168.39
04/08/2022	Expense	No	Due from Toby McBride	Zoom Carwash	ZOOM CAR WASH - HAMMER	Due from Toby McBride	Main CC 0248	148.00
04/11/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 10077606019	Due from Toby McBride	Main CC 0248	99.00
04/18/2022	Expense	No	Due from Toby McBride	Cigar Club	CIGAR CLUB	Due from Toby McBride	Main CC 0248	281.37
04/25/2022	Expense	No	Due from Toby McBride	Kenny's Cafe	Kenny's Cafe	Due from Toby McBride	Main CC 0248	121.24
04/25/2022	Expense	No	Due from Toby McBride	American	AMERICAN 00177471369541	Due from Toby McBride	Main CC 0248	398.60
04/25/2022	Expense	No	Due from Toby McBride	American Air	AMERICAN 00177471368292	Due from Toby McBride	Main CC 0248	441.60
04/27/2022	Expense	No	Due from Toby McBride	SMF Sactown	2430 SMF SACTOWN SHOP	Due from Toby McBride	Main CC 0248	15.66
04/27/2022	Expense	No	Due from Toby McBride	Market Tavern	MARKET TAVERN	Due from Toby McBride	Main CC 0248	161.96
04/28/2022	Expense	No	Due from Toby McBride	Travel + Well	TRAVEL + WELL	Due from Toby McBride	Main CC 0248	17.65
04/28/2022	Expense	No	Due from Toby McBride	Brookside Country Club	BROOKSIDE COUNTRY CLUB	Due from Toby McBride	Main CC 0248	1,138.36
04/29/2022	Expense	No	Due from Toby McBride	Avoca Coffee	SO *AVOCA COFFEE - MUL	Due from Toby McBride	Main CC 0248	13.32
04/29/2022	Expense	No	Due from Toby McBride	Legends Hospitality	LEGENDS CONCESSIONS	Due from Toby McBride	Main CC 0248	28.13
04/29/2022	Expense	No	Due from Toby McBride	Live!	LIVE!	Due from Toby McBride	Main CC 0248	45.57
04/29/2022	Expense	No	Due from Toby McBride	Dallas Cowboys	DAL COWBOYS MERCHANDISE	Due from Toby McBride	Main CC 0248	90.93
04/29/2022	Expense	No	Due from Toby McBride	KO Trading	SO *KO TRADING	Due from Toby McBride	Main CC 0248	165.64
04/29/2022	Expense	No	Due from Toby McBride	PFL	SO *PFL	Due from Toby McBride	Main CC 0248	361.56
05/02/2022	Expense	No	Due from Toby McBride	Moe's Southwest Grill	MOES SW GRILL/MANCHU W	Due from Toby McBride	Main CC 0248	23.89
05/02/2022	Expense	No	Due from Toby McBride	Trailboss Burgers	TRAILBOSS BURGERS	Due from Toby McBride	Main CC 0248	111.86
05/02/2022	Expense	No	Due from Toby McBride	Sacramento Airport Parking	PMT*SAC CO AIRPORT PAR	Due from Toby McBride	Main CC 0248	116.00
05/02/2022	Expense	No	Due from Toby McBride	Southwest Air	SOUTHWES 5262113972519	Due from Toby McBride	Main CC 0248	974.46
05/03/2022	Expense	No	Due from Toby McBride	American	AMERICAN 00183024333892	Due from Toby McBride	Main CC 0248	17.14
05/03/2022	Expense	No	Due from Toby McBride	American	AMERICAN 00177474071633	Due from Toby McBride	Main CC 0248	913.20
05/06/2022	Expense	No	Due from Toby McBride	7-Eleven	7-ELEVEN 36312	Due from Toby McBride	Main CC 0248	12.90
05/06/2022	Expense	No	Due from Toby McBride	Pioneer Restaurant	PIONEER RESTAURANT	Due from Toby McBride	Main CC 0248	32.96
05/06/2022	Expense	No	Due from Toby McBride	Pappadeaux Seafood Kitchen	PAPPADEAUX SEAFOOD KIT	Due from Toby McBride	Main CC 0248	104.00
05/06/2022	Expense	No	Due from Toby McBride	Pappadeaux Seafood Kitchen	PAPPADEAUX SEAFOOD KIT	Due from Toby McBride	Main CC 0248	475.79
05/09/2022	Expense	No	Due from Toby McBride	Swift Food Store	SWIFT FOOD STORE	Due from Toby McBride	Main CC 0248	7.62
05/09/2022	Expense	No	Due from Toby McBride	Dunkin' Donuts	HUDSON-DUNKIN ST1134	Due from Toby McBride	Main CC 0248	9.17
05/09/2022	Expense	No	Due from Toby McBride	Shake Shack	SHAKE SHACK - 1269	Due from Toby McBride	Main CC 0248	10.45
05/09/2022	Expense	No	Due from Toby McBride	Sacramento Airport Parking	PMT*SAC CO AIRPORT PAR	Due from Toby McBride	Main CC 0248	116.00
05/09/2022	Expense	No	Due from Toby McBride	Hilton Arlington	HILTON ARLINGTON TEXAS	Due from Toby McBride	Main CC 0248	178.17
05/09/2022	Expense	No	Due from Toby McBride	Live! by Loews	LIVE BY LOEWS ARLINGTO	Due from Toby McBride	Main CC 0248	387.38
05/09/2022	Expense	No	Due from Toby McBride	PFL	SO *PFL	Due from Toby McBride	Main CC 0248	388.05
05/19/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0094275	Due from Toby McBride	Main CC 0248	147.28
05/23/2022	Expense	No	Due from Toby McBride	Raw Sushi Bistro	TST* Raw Sushi Bistro	Due from Toby McBride	Main CC 0248	340.01
05/30/2022	Expense	No	Due from Toby McBride	Brookside Country Club	BROOKSIDE COUNTRY CLUB	Due from Toby McBride	Main CC 0248	273.41
06/01/2022	Expense	No	Due from Toby McBride	Expedia	EXPEDIA 72314592175289	Due from Toby McBride	Main CC 0248	71.15
06/02/2022	Expense	No	Due from Toby McBride	Expedia	EXPEDIA 72315606110053	Due from Toby McBride	Main CC 0248	191.58
06/02/2022	Expense	No	Due from Toby McBride	Midgleys Public House	MIDGLEYS PUBLIC HOUSE	Due from Toby McBride	Main CC 0248	159.57
06/02/2022	Expense	No	Due from Toby McBride	Expedia	EXPEDIA 72315647684253	Due from Toby McBride	Main CC 0248	541.69
06/03/2022	Expense	No	Due from Toby McBride	Delta King Pilothouse Restaurant	DELTA 00678186796814	Due from Toby McBride	Main CC 0248	2,167.19
06/06/2022	Expense	No	Due from Toby McBride	Land Ocean Roseville	ZSK*YZ LAND OCEAN ROSE	Due from Toby McBride	Main CC 0248	119.13
06/15/2022	Expense	No	Due from Toby McBride	Landshark	LANDSHARK	Due from Toby McBride	Main CC 0248	85.59
06/15/2022	Expense	No	Due from Toby McBride	Publix	PUBLIX #706	Due from Toby McBride	Main CC 0248	73.51
06/15/2022	Expense	No	Due from Toby McBride	Expedia	EXPEDIA 72324267772260	Due from Toby McBride	Main CC 0248	169.48
06/15/2022	Expense	No	Due from Toby McBride	The Well	THE WELL KIOSK-679	Due from Toby McBride	Main CC 0248	29.62
06/16/2022	Expense	No	Due from Toby McBride	Delta Air	DELTA 00678209267061	Due from Toby McBride	Main CC 0248	1,917.20
06/16/2022	Expense	No	Due from Toby McBride	Pigtales	PIGTALES	Due from Toby McBride	Main CC 0248	85.94
06/17/2022	Expense	No	Due from Toby McBride	Lake Lanier Island	LAKE LANIER ISLANDS RE	Due from Toby McBride	Main CC 0248	124.15
06/17/2022	Expense	No	Due from Toby McBride	Delta Air	DELTA 00678210187771	Due from Toby McBride	Main CC 0248	400.20
06/20/2022	Expense	No	Due from Toby McBride	Lake Lanier Island	LAKE LANIER ISLANDS RE	Due from Toby McBride	Main CC 0248	1,193.50
06/20/2022	Expense	No	Due from Toby McBride	OMNI HOTELS	OMNI HOTELS	Due from Toby McBride	Main CC 0248	358.34
06/20/2022	Expense	No	Due from Toby McBride	OMNI HOTELS	OMNI HOTELS	Due from Toby McBride	Main CC 0248	312.10
06/20/2022	Expense	No	Due from Toby McBride	PFL	SO *PFL	Due from Toby McBride	Main CC 0248	261.36
06/20/2022	Expense	No	Due from Toby McBride	McCormick & Schmick's Seafood & Steaks	1040 M&S ATLANTA CNN	Due from Toby McBride	Main CC 0248	114.18
06/20/2022	Expense	No	Due from Toby McBride	GEORGIA AQUARIUM	GEORGIA AQUARIUM	Due from Toby McBride	Main CC 0248	97.54
06/20/2022	Expense	No	Due from Toby McBride	Sacramento Airport Parking	PMT*SAC CO AIRPORT PAR	Due from Toby McBride	Main CC 0248	50.00
06/20/2022	Expense	No	Due from Toby McBride	CENTENNIAL GROUNDS	CENTENNIAL GROUNDS COF	Due from Toby McBride	Main CC 0248	14.00
06/20/2022	Expense	No	Due from Toby McBride	Auntie Anne's Pretzel	AUNTIE ANNS	Due from Toby McBride	Main CC 0248	18.72
06/20/2022	Expense	No	Due from Toby McBride	McCormick & Schmick's Seafood & Steaks	1040 M&S ATLANTA CNN	Due from Toby McBride	Main CC 0248	32.66
06/20/2022	Expense	No	Due from Toby McBride	CENTENNIAL GROUNDS	CENTENNIAL GROUNDS COF	Due from Toby McBride	Main CC 0248	11.15
06/21/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 10077606019	Due from Toby McBride	Main CC 0248	151.78
06/22/2022	Expense	No	Due from Toby McBride	SMF Squeeze Inn - Sacramento Restaurants	SMF SQUEEZE INN A 6402	Due from Toby McBride	Main CC 0248	18.29
06/22/2022	Expense	No	Due from Toby McBride	Save Mart	SAVE MART #334	Due from Toby McBride	Main CC 0248	77.97
06/22/2022	Expense	No	Due from Toby McBride	The Well	THE WELL KIOSK-679	Due from Toby McBride	Main CC 0248	29.40
06/22/2022	Expense	No	Due from Toby McBride	Hudson Grille	TST* HUDSON GRILLE - D	Due from Toby McBride	Main CC 0248	127.42
06/24/2022	Expense	No	Due from Toby McBride	Falcons and United	FALCONSUNITED RETAIL	Due from Toby McBride	Main CC 0248	205.77
06/24/2022	Expense	No	Due from Toby McBride	McCormick & Schmick's Seafood & Steaks	1040 M&S ATLANTA CNN	Due from Toby McBride	Main CC 0248	195.12
06/24/2022	Expense	No	Due from Toby McBride	TED'S MONTANA GRILL	TEDS MONTANA GRILL 1	Due from Toby McBride	Main CC 0248	132.57
06/24/2022	Expense	No	Due from Toby McBride	Top Draft	TOP DRAFT SPORTS BAR	Due from Toby McBride	Main CC 0248	106.90
06/24/2022	Expense	No	Due from Toby McBride	CENTENNIAL GROUNDS	CENTENNIAL GROUNDS COF	Due from Toby McBride	Main CC 0248	11.94

06/24/2022	Expense	No	Due from Toby McBride	John Lanier Island	LANIER PARKING 2143560	Due from Toby McBride	Main CC 0248	1.00
06/24/2022	Expense	No	Due from Toby McBride	Pop Draft	POP DRAFT SPORTS BAR	Due from Toby McBride	Main CC 0248	66.22
06/27/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 575298814QPS	Due from Toby McBride	Main CC 0248	9.72
06/27/2022	Expense	No	Due from Toby McBride	Auntie Anne's Pretzel	AUNTIE ANNS	Due from Toby McBride	Main CC 0248	13.00
06/27/2022	Expense	No	Due from Toby McBride	Target	TARGET 00003137	Due from Toby McBride	Main CC 0248	334.30
06/27/2022	Expense	No	Due from Toby McBride	PFL	SQ *PFL	Due from Toby McBride	Main CC 0248	304.92
06/27/2022	Expense	No	Due from Toby McBride	Spirit Airlines	SPRIT AI 48703102808400	Due from Toby McBride	Main CC 0248	274.59
06/27/2022	Expense	No	Due from Toby McBride	OMNI HOTELS	OMNI HOTELS	Due from Toby McBride	Main CC 0248	90.00
06/27/2022	Expense	No	Due from Toby McBride	GNC	GNC	Due from Toby McBride	Main CC 0248	60.88
06/27/2022	Expense	No	Due from Toby McBride	Shell Oil	SHELL OIL 575298814QPS	Due from Toby McBride	Main CC 0248	55.01
06/27/2022	Expense	No	Due from Toby McBride	ATL Market	ATLMARKET ST2687	Due from Toby McBride	Main CC 0248	16.97
06/27/2022	Expense	No	Due from Toby McBride	OMNI HOTELS	OMNI HOTELS	Due from Toby McBride	Main CC 0248	25.69
06/27/2022	Expense	No	Due from Toby McBride	Sacramento Airport Parking	PMT*SAC CO AIRPORT PAR	Due from Toby McBride	Main CC 0248	48.00
06/27/2022	Expense	No	Due from Toby McBride	Spirit Airlines	SPRIT AI 48703102808580	Due from Toby McBride	Main CC 0248	25.00
06/28/2022	Expense	No	Due from Toby McBride	Brookside Country Club	BROOKSIDE COUNTRY CLUB	Due from Toby McBride	Main CC 0248	1,498.55
06/29/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0308228	Due from Toby McBride	Main CC 0248	96.65
07/04/2022	Expense	No	Due from Toby McBride	Bel Air #523	BEL AIR #523	Due from Toby McBride	Main CC 0248	301.16
07/04/2022	Expense	No	Due from Toby McBride	Valero	W HAMMER VALERO	Due from Toby McBride	Main CC 0248	100.00
07/05/2022	Expense	No	Due from Toby McBride	Beverages & More	BEVERAGES & MORE #60	Due from Toby McBride	Main CC 0248	78.19
07/08/2022	Expense	No	Due from Toby McBride	Expedia	EXPEDIA 72341609457284	Due from Toby McBride	Main CC 0248	15.00
07/08/2022	Expense	No	Due from Toby McBride	Expedia	EXPEDIA 72341609457284	Due from Toby McBride	Main CC 0248	235.44
07/11/2022	Expense	No	Due from Toby McBride	El Rancho Steak House	EL RANCHO STEAK HOUSE	Due from Toby McBride	Main CC 0248	369.14
07/11/2022	Expense	No	Due from Toby McBride	United Air	UNITED 01678244685493	Due from Toby McBride	Main CC 0248	327.60
07/11/2022	Expense	No	Due from Toby McBride	United Air	UNITED 01678244685482	Due from Toby McBride	Main CC 0248	327.60
07/11/2022	Expense	No	Due from Toby McBride	Allianz SE	ALLIANZ INSURANCE	Due from Toby McBride	Main CC 0248	81.90
07/11/2022	Expense	No	Due from Toby McBride	American	AMERICAN 00178244694913	Due from Toby McBride	Main CC 0248	996.60
07/11/2022	Expense	No	Due from Toby McBride	American	AMERICAN 00178244694924	Due from Toby McBride	Main CC 0248	996.60
07/12/2022	Deposit	No	Due from Toby McBride	KRAZE LEPRECHAUN LLC	WIRE TYPEBOOK OUT DATE:220712 TIME:1459 ET TRN:2022071200381141 RELATED REF:395775556 BNF KRAZE LEPRECHAUN LLC ID:325146823392 PMT DET:3 INVOICE 0011	Due from Toby McBride	LTMIC Shopify Payouts (8537)	-11,351.56
07/14/2022	Expense	No	Due from Toby McBride	Southwest Air	SOUTHWES 5262141012900	Due from Toby McBride	Main CC 0248	596.98
07/14/2022	Expense	No	Due from Toby McBride	Southwest Air	SOUTHWES 5262141012901	Due from Toby McBride	Main CC 0248	596.98
07/25/2022	Expense	No	Due from Toby McBride	AT&T	AT&T 5956 S258	Due from Toby McBride	Main CC 0248	144.85
07/25/2022	Expense	No	Due from Toby McBride	Pietro's Pizza	TST* Pietro's	Due from Toby McBride	Main CC 0248	205.20
07/25/2022	Expense	No	Due from Toby McBride	AT&T	AT&T 5956 S258	Due from Toby McBride	Main CC 0248	408.98
07/25/2022	Expense	No	Due from Toby McBride	Dillard's	DILLARDS 960 WEBERSTOW	Due from Toby McBride	Main CC 0248	234.24
07/27/2022	Expense	No	Due from Toby McBride	Brookside Country Club	BROOKSIDE COUNTRY CLUB	Due from Toby McBride	Main CC 0248	2,062.89
07/29/2022	Expense	No	Due from Toby McBride	Chevron	CHEVRON 0308228	Due from Toby McBride	Main CC 0248	94.96
08/01/2022	Expense	No	Due from Toby McBride	JW Marriott Indianapolis	JW MARRIOTT INDY F&B	Due from Toby McBride	Main CC 0248	8.45
08/01/2022	Expense	No	Due from Toby McBride	TL Bricks	SG *BRICK TL - CHIL	Due from Toby McBride	Main CC 0248	18.80
08/01/2022	Expense	No	Due from Toby McBride	Brick Vault Brewery And BBQ	SG *BRICK B - CCC -	Due from Toby McBride	Main CC 0248	20.06
08/01/2022	Expense	No	Due from Toby McBride	Khalid Hanif	SG *KHALID HANIF	Due from Toby McBride	Main CC 0248	40.19
08/01/2022	Expense	No	Due from Toby McBride	Pho Today	1488-PHO TODAY 94-R32	Due from Toby McBride	Main CC 0248	41.33
08/01/2022	Expense	No	Due from Toby McBride	Indianapolis Motor Speedway	SG *IMS OFFICIAL MERCH	Due from Toby McBride	Main CC 0248	255.73
08/01/2022	Expense	No	Due from Toby McBride	Southwest Air	SOUTHWES 5269930840090	Due from Toby McBride	Main CC 0248	75.00
08/01/2022	Expense	No	Due from Toby McBride	TL Bricks	SG *BRICK TL - ARDY	Due from Toby McBride	Main CC 0248	53.63
08/01/2022	Expense	No	Due from Toby McBride	Sir Veza's	SIRVEZAS AT SKYHARBOR	Due from Toby McBride	Main CC 0248	48.01
08/01/2022	Expense	No	Due from Toby McBride	Delta Air	DELTA 00678277129806	Due from Toby McBride	Main CC 0248	467.20
08/02/2022	Expense	No	Due from Toby McBride	New York Yankees	YANKEES CLUBHOUSE 9040	Due from Toby McBride	Main CC 0248	342.11
08/02/2022	Expense	No	Due from Toby McBride	Carmine's	CARMINES 44TH STREET	Due from Toby McBride	Main CC 0248	227.83
08/02/2022	Expense	No	Due from Toby McBride	TopView Sightseeing	SG *TOPVIEW SIGHTSEEIN	Due from Toby McBride	Main CC 0248	226.00
08/02/2022	Expense	No	Due from Toby McBride	Starbucks	STARBUCKS A IND	Due from Toby McBride	Main CC 0248	28.45
08/02/2022	Expense	No	Due from Toby McBride	Curb Mobility LLC	CURB SVC LONG ISALN	Due from Toby McBride	Main CC 0248	12.96
08/03/2022	Expense	No	Due from Toby McBride	Phantom of Broadway	PHANTOM OF BROADWAY #7	Due from Toby McBride	Main CC 0248	227.33
08/03/2022	Expense	No	Due from Toby McBride	Phantom of Broadway	PHANTOM OF BROADWAY #7	Due from Toby McBride	Main CC 0248	225.91
08/03/2022	Expense	No	Due from Toby McBride	JW Marriott Indianapolis	JW MARRIOTT INDY	Due from Toby McBride	Main CC 0248	1,529.43
08/03/2022	Expense	No	Due from Toby McBride	JW Marriott Indianapolis	JW MARRIOTT INDY	Due from Toby McBride	Main CC 0248	1,418.19
08/03/2022	Expense	No	Due from Toby McBride	Curb Mobility LLC	CURB SVC LONG ISLAN	Due from Toby McBride	Main CC 0248	25.09
08/03/2022	Expense	No	Due from Toby McBride	Amorino Gelato and Cafe	SG *AMORINO NEW YORK	Due from Toby McBride	Main CC 0248	25.37
08/03/2022	Expense	No	Due from Toby McBride	Curb Mobility LLC	CURB SVC QUEENS	Due from Toby McBride	Main CC 0248	29.64
08/03/2022	Expense	No	Due from Toby McBride	Junior's Cheesecake	JUNIORS - 49TH STREET	Due from Toby McBride	Main CC 0248	74.84
08/03/2022	Expense	No	Due from Toby McBride	NewTaxiPas	NEWTAXIPASS	Due from Toby McBride	Main CC 0248	128.00
08/03/2022	Expense	No	Due from Toby McBride	United Air	UNITED 01699966509271	Due from Toby McBride	Main CC 0248	150.00
08/03/2022	Expense	No	Due from Toby McBride	National September 11 Memorial & Museum	9/11 MEMORIAL	Due from Toby McBride	Main CC 0248	180.65
08/03/2022	Expense	No	Due from Toby McBride	MLB	MLB STORE	Due from Toby McBride	Main CC 0248	214.95
08/04/2022	Expense	No	Due from Toby McBride	Bilas 46 Bistro	46 BISTRO	Due from Toby McBride	Main CC 0248	128.06
08/04/2022	Expense	No	Due from Toby McBride	One World Observatory	ONE WORLD OBSY KIOSKS	Due from Toby McBride	Main CC 0248	148.08
08/04/2022	Expense	No	Due from Toby McBride	Del Frisco's Grille	DEL FRISCOS GRILLE NY	Due from Toby McBride	Main CC 0248	191.37
08/04/2022	Expense	No	Due from Toby McBride	Tommy Bahama	TOMMY BAHAMA REST 864	Due from Toby McBride	Main CC 0248	240.41
08/04/2022	Expense	No	Due from Toby McBride	Curb Mobility LLC	CURB SVC LONG ISLAN	Due from Toby McBride	Main CC 0248	15.96
08/04/2022	Expense	No	Due from Toby McBride	Curb Mobility LLC	CURB SVC LONG ISALN	Due from Toby McBride	Main CC 0248	75.37
08/04/2022	Expense	No	Due from Toby McBride	Medalion Leasing Company)	TAXI SVC 41-25 36TH ST	Due from Toby McBride	Main CC 0248	18.50
08/04/2022	Expense	No	Due from Toby McBride	Auntie Anne's Pretzel	JAMBA JUICE/AUNTIE ANN	Due from Toby McBride	Main CC 0248	16.49
08/04/2022	Expense	No	Due from Toby McBride	NBA Store NYC	NBA STORE NEW YORK CIT	Due from Toby McBride	Main CC 0248	865.00
08/04/2022	Expense	No	Due from Toby McBride	Car Service	SG *CARS SERVICE	Due from Toby McBride	Main CC 0248	110.00
08/05/2022	Expense	No	Due from Toby McBride	New York Yankees	YANKEE STDM MERCHANDIS	Due from Toby McBride	Main CC 0248	730.57
08/05/2022	Expense	No	Due from Toby McBride	Carmine's	CARMINES 44TH STREET	Due from Toby McBride	Main CC 0248	218.57
08/05/2022	Expense	No	Due from Toby McBride	Rowland's Bar & Grill	ROWLANDS BAR & GRILL	Due from Toby McBride	Main CC 0248	136.17
08/05/2022	Expense	No	Due from Toby McBride	New York Yankees	YANKEE STDM LEGENDS CL	Due from Toby McBride	Main CC 0248	91.17

EXHIBIT A4

HUSCH BLACKWELL

Scott W. Brunner
Partner

511 North Broadway
Suite 1100
Milwaukee, WI 53202
Direct: 414.978.5440
Fax: 414.223.5000
scott.brunner@huschblackwell.com

November 8, 2022

SENT BY FEDEX & E-MAIL

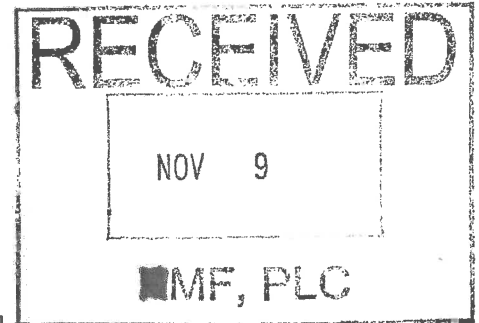
Veronica L. Manolio
Manolio & Firestone, PLC
8686 E. San Alberto Drive, Suite 200
Scottsdale, AZ 85258
vmanolio@mf-firm.com

Matthew P. Canini
Sills Cummis & Gross P.C.
101 Park Avenue, 28th Floor
New York, NY 10178
mcanini@sillscummis.com

Joseph Pavlik (e-mail only)
joe@takeoverind.com

Eric Bjorgum
Karish & Bjorgum
119 E. Union Street, Suite B
Pasadena, CA 91103
eric.bjorgum@kb-ip.com

Jennifer A. Reiter
Reiter Law, PLC
4500 N. 32nd Street, Suite 201H
Phoenix, AZ 85018
jenreiter@reiterlawaz.com



Re: Notice of Default, Demand for Payment & Cease and Desist

Counsels & Mr. Pavlik:

This firm represents James V. Deppoleto Jr. ("Mr. Deppoleto"). We send this Notice of Default and Demand for Payment on Mr. Deppoleto's behalf, with respect to his debt interest in Takeover Industries, Inc., a Nevada corporation (the "Company"). As you know, in addition to holding 200,000,000 shares of the Company's common stock, Mr. Deppoleto has a material secured convertible debt interest, which is documented by way of that certain Convertible Note Purchase Agreement dated as of May 25, 2022 by and between Mr. Deppoleto, the Company, and the Company's majority shareholder, Labor Smart, Inc., a Nevada corporation ("Labor Smart"), as amended by that certain First Amendment (the "First Amendment") to Convertible Note Purchase Agreement dated as of July 6, 2022, and by that certain Second Amendment (the "Second Amendment") to Convertible Note Purchase Agreement dated as of August 19, 2022 (collectively, the "NPA"). The NPA and the three secured promissory notes (the "Notes"; the Notes and NPA together referred to as the "Loan Documents") that the Company has issued Mr. Deppoleto pursuant thereto are attached to this letter as Exhibit A. Capitalized terms used in this letter but not defined herein have the meanings set forth in the Loan Documents.

This Notice of Default, Demand for Payment & Cease and Desist (the “Demand Notice”) is addressed to Ms. Manolio, the Company’s counsel and Mr. Bjorgum, who we understand has been counsel for the Company and Labor Smart. However, Mr. Deppoleto understands that, during a special meeting of Labor Smart’s Board of Directors held on November 7, 2022, and a written resolution of the (alleged) Company board immediately following, Messrs. Mike Holley, Toby McBride, and Joseph Pavlik resolved to reset the Company’s board of directors and name new Company officers (attached as Exhibit B, for reference; the “Takeover Board Resolutions”). Because the Takeover Board Resolutions were deficient, as far as Mr. Deppoleto is concerned, Mr. Jason Tucker remains the acting President of the Company. Nevertheless, we are sending this Demand Notice to Mr. Canini (counsel for Mr. Holley), Ms. Reiter (counsel for Mr. McBride), and Mr. Pavlik (who we are not aware is represented by counsel) as well, for full transparency to all who claim to have a present role with respect to the Company’s affairs—although this is not an indication that Mr. Deppoleto recognizes such attempted organizational changes as valid.

In any event, this Demand Notice retains full force and effect regardless of whomever is currently controlling or acting on behalf of the Company.

1. Amount Owed & Demanded. The loan principal owed to Mr. Deppoleto, as evidenced by the Notes, is \$1,500,000 (the “Note Principal”). In addition, Mr. Deppoleto, on October 27, 2022, loaned the Company an additional \$386,773.86 and on November 3, 2022, an additional \$128,924.62 to facilitate his final Follow-On Investment amount and also provide further working capital (together, the “Supplemental Loan”). Mr. Deppoleto and the Company were in the process of documenting the Supplemental Loan prior to yesterday’s extraordinary disruption of the Company’s business; his agreement with the Company was that this Supplemental Loan would be funded as part of the NPA and result in a fourth (4th) convertible note similar to the third (3rd) convertible note and similarly as secured indebtedness. In total, the principal balance owed to Mr. Deppoleto is \$2,015,698.48 (the “Outstanding Principal”).

MR. DEPPOLETO HEREBY DEMANDS IMMEDIATE PAYMENT OF THE ENTIRE OUTSTANDING PRINCIPAL, PLUS ACCRUED INTEREST, TOTALING \$2,057,733.75 (COLLECTIVELY, THE “OBLIGATIONS”).

2. Events of Default. Under Section 7.1(b) of the Secured Convertible Promissory Note, Section 7.1(b) of the (Second) Secured Convertible Promissory Note, and Section 7.1(b) of the (Third) Secured Convertible Promissory Note, certain Events of Default have occurred due to the Company’s breach of representations, warranties, and covenants provided in the NPA, specifically (but not limited to):

- a. The Company and Labor Smart breached the representation made under Section 4.7 of the NPA, as there was, at the time of the NPA’s execution, and still remains, material litigation involving the Company, including, without limitation, Takeover Industries Incorporated v. Holley et al, Case No. 2:2022cv00357, filed in the U.S. Dist. Arizona, and that certain trademark opposition matter Next Level Fitness Water Inc v Takeover Industries Inc filed with the USPTO 91275126;

- b. The Company and Labor Smart breached the representation made in Section 4.9 of the NPA on account of the monies owed by the Company's directors and officers to the Company, including, without limitation, \$243,253.84 owed by Mr. Toby McBride referenced in the Related Party Receivable Communication attached to this letter as Exhibit C;
- c. The Company and Labor Smart breached the representation made under Section 4.15 of the NPA due to their intentional withholding of information related to the above two-highlighted misrepresentations;
- d. The Company breached Section 8.8 of the NPA on account of its apparent failure to maintain Directors & Officer's liability insurance, which Mr. Deppoleto has requested be put in place many times (*this having been a requirement of Mr. Deppoleto's prior to acting on the right Mr. Deppoleto has for a board seat, which is referenced in Section 8.5*);
- e. The Company breached Section 10 of each Note due to misuse by the Company of Mr. Deppoleto's loan proceeds—notably, personal misuse by Mr. McBride;
- f. The Company breached Section 4 of the First Amendment and Section 4 of the Second Amendment due to the above-referenced misrepresentations being made upon the execution of such amendments; and
- g. The Company breached Section 3 of the First Amendment and Section 3 of the Section Amendment due to the misuse by the Company (notably, Mr. McBride) of proceeds from Mr. Deppoleto's loans, including unpermitted and excessive payments to himself as compensation and otherwise.

In addition to the above, the recent actions of Messrs. Holley, McBride, and Pavlik, which attempt to adjust the Company's board and officers, bring to light additional Events of Default, to the extent such actions are actual valid actions on behalf of the Company. Mr. Deppoleto questions whether (and, indeed, strongly doubts that) the Takeover Board Resolutions are valid, but to the extent they are, then the following Events of Default have also occurred:

- h. Section 8.1(b) of the NPA was breached due to the Company's attempt to remove its acting President without obtaining Mr. Deppoleto's consent and, further, naming replacement officers for who Mr. Deppoleto has not provided (and does not provide) prior written consent; and
- i. Section 5 of the First Amendment and Section 5 of the Second Amendment were both breached because no board member may be appointed without Mr. Deppoleto's written approval, yet the November 7 Resolutions seek to adjust the Company's board and Mr. Deppoleto has not provided written approval of (and expressly does not agree with) such proposed adjustment.

Under the Loan Documents, upon the occurrence of an Event of Default, and during any period in which such Event of Default is ongoing, (1) Mr. Deppoleto, as Holder, may declare all amounts of the Obligations immediately due and payable in full and (2) all amounts due but not paid under the Notes shall bear interest at a rate of eighteen percent (18%) per annum (or, if lower, the highest rate permissible under applicable law), compounded monthly. **Effective today, Mr. Deppoleto hereby declares the Outstanding Principal, plus all accrued interest (including default interest) immediately due and payable.** The Company has also waived demand, notice, presentment, protest, and notice of dishonor.

3. Reservation of Rights and Additional Remedies. Mr. Deppoleto reserves all the rights and remedies set forth in the Loan Documents, in any written agreement or instrument relating to any of the Obligations or any security therefor, as a secured party under the UCC, and as otherwise provided at law or in equity. The Company is hereby advised that Mr. Deppoleto is evaluating all available courses of action with respect to the Events of Default and hereby reserves the right to exercise any such rights and remedies at any time, in his sole discretion.

Nothing in this letter modifies the Loan Documents, all of which remain in full force and effect. Furthermore, any failure or delay by Mr. Deppoleto in enforcing his rights and remedies under the Loan Documents, at law or in equity, or the acceptance from time to time by Mr. Deppoleto of any payments or performance on account of the Obligations shall not, in any way, constitute or act as (a) a rescission or waiver of any requirements under the Loan Documents, (b) a modification of any of the Loan Documents, (c) an accord or satisfaction with respect to the entire amount of the Obligations due thereunder, or (d) a course of dealing or course of conduct by Mr. Deppoleto. Even further, nothing in this letter, any other correspondence, any oral communications between Mr. Deppoleto and any other party, the making of any advances to the Company, or any action, delay in acting, or failure to act by Mr. Deppoleto should be construed to be or is a waiver, modification, or release of the defaults under the Loan Documents, of any other breach or default thereunder, whether now existing or hereafter arising, or of any of Mr. Deppoleto's rights and remedies under the Loan Documents or any other documents or agreements between him and the Company or under applicable law. The lack of inclusion herein of any other default under the Loan Documents, whether known or unknown to Mr. Deppoleto, shall not be deemed to be a waiver of such default. Nothing in this letter shall confer on the Company any right to notice or cure periods with respect to any default under the Loan Documents. This letter supersedes any oral communications concerning the Events of Default specified herein. Mr. Deppoleto further requests full compensation of his reasonable attorneys' fees with respect to enforcing his interests set forth in this Demand Notice.

4. Matters Concerning the Company's Management and Messrs. Holley, McBride, and Pavlik. **MR. DEPPOLETO HEREBY DEMANDS THAT MESSRS. HOLLEY, MCBRIDE, AND PAVLIK CEASE AND DESIST ACTING ON BEHALF OF THE COMPANY.** As far as Mr. Deppoleto is concerned, the Company's board of directors consists of Jason Tucker, Joseph Pavlik, and Toby McBride, with Jason Tucker acting as President of the Company; *provided, however*, Mr. McBride is subject to a voluntary suspension while the Company assesses his role with respect to and the extent of wrongful conduct not in the best interest of the Company or of Mr. Deppoleto's interest as a lender to and investor in the Company. The actions of Messrs. Holley, McBride, and Pavlik in attempting to set the Company's board of

directors runs contrary to, and, indeed, represent intentional acts in contravention of Mr. Deppoleto's rights under the Loan Documents, putting aside that it appears highly likely that such actions have been improperly noticed and, even if properly noticed, are invalid under the respective governing documents of Labor Smart and the Company and applicable law. Further, the actions of Messrs. Holley, McBride, and Pavlik following such actions, including public-facing actions with respect to the Company's business partners and social media and interference with banking operations, is damaging the Company's business relationships—it appears maliciously—and further is damaging Mr. Deppoleto and the Company. As such, Mr. Deppoleto reserves any and all claims against Labor Smart, and Messrs. Holley, McBride, and Pavlik, individually, for their intentional actions which serve to disrupt the Company's operations and Mr. Deppoleto's financial interest with respect to the Company, including enforcement of the Loan Documents (and documentation of the Supplemental Loan).

Please feel free to contact me with any questions.

Very truly yours,

HUSCH BLACKWELL LLP



By: _____

Scott W. Brunner
Partner

mmb

cc Michael Brandess (via email)
James V. Deppoleto (via email)

EXHIBIT A5

**JOINT WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
AND
SHAREHOLDERS OF
TAKEOVER INDUSTRIES INC.**

JULY 1, 2022

The undersigned, being all the members of the board of directors (the “**Board of Directors**”) and all of the shareholders (the “**Shareholders**”) of Takeover Industries Inc., a Nevada corporation (the “**Company**”), hereby waive the requirements of notice, including, without limitation, any specific requirement of prior notice for taking actions by written consent, and of a meeting, and do hereby take the following actions and adopt the following resolutions by unanimous written consent in lieu of a meeting (this “**Written Consent**”):

WHEREAS, the Board of Directors and Shareholders previously entered into that certain Convertible Note Purchase Agreement dated May 20, 2022, by and among the Company, James V. Deppoleto Jr., an individual, (“**Purchaser**”) and for the limited purposes provided in Sections 4 and 11 thereof, Labor Smart, Inc., a Nevada corporation and majority shareholder of the Company (the “**Purchase Agreement**”);

WHEREBAS, the Company and Purchaser desire to amend the Purchase Agreement to account for a second secured convertible promissory note to be issued to Purchaser in exchange for a principal amount of \$500,000 (the “**Second Note**”); and

WHEREAS, the Board of Directors and Shareholders desire to authorize and approve the aforementioned amendment to Purchase Agreement (the “**First Amendment to Purchase Agreement**”) and issuance of the Second Note.

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the First Amendment to Purchase Agreement are hereby adopted and approved, to be finalized and executed by and in the form and manner determined by the Company’s President, and that issuance of the Second Note shall be, and hereby is, accordingly approved;

FURTHER RESOLVED, that Company’s President, be, and hereby is, authorized, empowered and directed in the name and on behalf of the Company to execute and deliver the First Amendment to Purchase Agreement and Second Note, and to consummate the transactions contemplated thereby;

FURTHER RESOLVED, that the Company’s President be, and hereby is, authorized and directed to do and perform or cause to be done and performed all such acts, deeds and things, and to make, execute, and deliver, or cause to be made, executed, and delivered, all such amendments, agreements, undertakings, documents, instruments, or certificates in the name of the Company and to incur and pay such expenses, fees, and taxes as shall, in such person’s discretion, be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and intent of all of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the President of the Company relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved, and ratified in all respects as the act and deed of the Company;


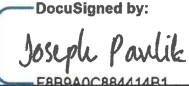
FURTHER RESOLVED, that any and all other actions taken in good faith by the Company's Officers or the Board of Directors prior to the date of these resolutions on behalf of the Company in furtherance of the transactions contemplated by the foregoing resolutions are in all respects ratified, confirmed, and approved on behalf of the Company as its own act and deed, and shall be conclusively deemed to be such corporate act and deed for all purposes; and

FURTHER RESOLVED, that this Written Consent may be executed in counterparts (including by facsimile or electronic mail in portable document format (.pdf), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Managers, have executed this Written Consent to be effective as of the date first written above.

BOARD OF DIRECTORS:

DocuSigned by:

45CB61D1FA8149B...
Toby McBride
Jason Tucker
B65AD32120DE434...
Jason Tucker
DocuSigned by:

F8B9A0C884414B1...
Joseph Pavlik

SHAREHOLDERS:

DocuSigned by:

8071DDA64F60414...
Michael Costello
CEO

EXHIBIT A6



WE'RE DOWN FOR MAINTENANCE BACK SOON!

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